

## Solicitors' Journal.

LONDON, FEBRUARY 7, 1880.

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## CURRENT TOPICS.

WE ARE GLAD TO LEARN that Lord Justice James is rapidly recovering from his indisposition, and it is expected will shortly resume his seat on the bench.

THERE HAS BEEN a good deal of gossip current at Lincoln's-inn during the week about some observations which the learned Master of the Rolls was supposed to have made with reference to the Lord Chancellor's mode of preparing his judgments; and we have observed that the ingenious gentlemen who concoct the "London correspondents'" daily dish of gossip for certain country newspapers have constructed quite an elaborate account

of the judicial amenities at the Rolls. It so happened that during the argument of a case before the Court of Appeal on Thursday, some passages were cited from a judgment of Lord Cairns in the House of Lords, and the counsel who cited them pointedly observed that the judgment had been revised by Lord Cairns. The Master of the Rolls took occasion to remark that the report which had appeared in some newspapers, to the effect that he had on a recent occasion said in the Rolls Court that Lord Cairns is not in the habit of revising the reports of his judgments which appear in the *Law Reports*, was totally inaccurate. What really took place was this. A passage was cited from a judgment of Lord Cairns, which appeared to him to be unintelligible, and he then said that the judgment could not have been revised by Lord Cairns. In making that observation he intended to imply that the reporter was to blame for not having sent the judgment to Lord Cairns for revision. His lordship added that he had since spoken to Lord Cairns about it, who said that he had had occasion to blame the reporter for not having sent some of his judgments to him for revision before they were published, and that he always revises his judgments when they are sent to him by the reporter. Perhaps we may add that it is hardly satisfactory that reports should depend for their intelligibility on the revision of a judge.

THE DECISION in *Davies v. Goodman* (28 W. R. 150, L. R. 5 C. P. D. 20), on which we commented last week, like all decisions which contravene the general understanding of a legislative provision, is certain to give rise to a large crop of questions. One was raised last week before Vice-Chancellor Malins in *Baggett v. Norman*, and the Vice-Chancellor appears to have adopted, unhesitatingly, the view of the Common Pleas Division. He recognized in the provision of section 10, sub-section 1, of the Bills of Sale Act a valuable weapon against money-lenders. He is reported to have said: "It was obviously directed against those cases in which money-lenders were in the habit of advancing sums of money at an enormous rate of interest to necessitous persons, farmers, and others who were ignorant of the powers they were conferring, by which their property and everything that made life worth having might be taken for a small debt. These bills of sale were generally on a printed form, and they contained clauses of the most stringent character. It was no doubt thought by the Legislature that, if a solicitor had attested the bill of sale and had explained it to the borrower, there would be some protection against the money-lender. In his lordship's opinion this clause was a most beneficial one, and he should be inclined to give it a liberal interpretation." He accordingly held that a mortgage of a leasehold theatre with the furniture was a bill of sale, and if not explained by a solicitor was void as against the grantor so far as it related to the furniture. It did not, apparently, occur to the Vice-Chancellor that the main result of his decision would be to embarrass a class very far removed from that against which, according to his view, the provision was aimed. In all mortgages of freehold or leasehold property it will now be the bounden duty of the solicitor to consider whether there are any chattels included, and if so to have the mortgage explained by a solicitor. We wonder how many mortgages coming within this description have been executed without due explanation since the 1st of January, 1879!

THE DISCUSSION on the proviso for re-entry which has taken place since we referred to the subject has failed to elicit any novel practical suggestions, but it has called forth a letter to the *Times* of considerable importance. Both from internal evidence, and from the now well-known signature "B.," we believe we are justified in

ascribing the authorship of this epistle to a learned Lord Justice of Appeal. The point of the writer is that the Legislature ought not to interfere to prevent foolish bargains from being made. After all, he says, a bargain is a bargain. The lessee has entered into it. "May be it is a foolish one, and one which the lessor ought not to have exacted. But he has, and it seems to me that for the Legislature to rescind it savours of a questionable agrarianism." As regards rack rent leases, this, or something like this, is what we have always maintained. But the learned writer fails to distinguish cases which are totally different in their circumstances. In the class of leases in which, in our opinion, a legislative qualification of the proviso for re-entry is most required, viz., building leases (the proviso for re-entry in mining leases being usually expressly qualified), the case is not as it is represented by "B." The lessee does not enter into the bargain; it is the builder, who expects to have the property off his hands before the leases are granted, who agrees in the building agreement that such leases shall contain a proviso for re-entry on breach of any covenant; moreover the builder who enters into the bargain has frequently to look for funds for erecting the houses either to the ground landlord or to his solicitor, and is not therefore in a position to take exception to the provisions proposed to be inserted in the leases to be granted of the houses when erected. And, so far as our suggestion is concerned, it is not proposed that the Legislature shall "rescind" the proviso for re-entry, but that it shall be restricted to the purpose for which by general understanding and usage in cases of building leases it has always been intended—viz., as a security for the fulfilment of the provisions of the lease. This the learned writer describes as a case of "people not being taken to mean what they say, but something else"; we should rather describe it as people being taken to mean what they do mean. If we are right in this statement as to building leases, it will be seen that as regards this class of leases, the learned *Times'* correspondent is not a little wide of the mark. It is not a case of asking the Legislature to prevent foolish bargains from being made and to set aside those already made; it is a case of asking the Legislature to qualify contracts entered into under circumstances of pressure, or, at all events, of indifference on both sides to the interests of the lessee. As regards the suggestion of "questionable agrarianism," we can hardly imagine that the learned writer has forgotten that the Legislature has already three times affirmed the principle that where the breach of covenant is clearly capable of being compensated, the bargain between the parties contained in the proviso for re-entry in the lease should be "rescinded," whether entered into in the past or the future. But he adds "it would be difficult to legislate on the subject without injustice," and proceeds to cite the instance of the owner of a row of residential houses, who grants a lease of one of them, containing a covenant not to use it as a beer-shop, and a proviso for re-entry on breach of this covenant. What adequate damages, he asks, could the lessor get for breach of this covenant? No adequate damages, we reply, and therefore it is that no one who knows anything about the matter proposes that the proviso for re-entry shall be absolutely swept away, even in the case of a building lease. The proposal is not that the proviso should be abolished, but that it should be restricted to cases where the breach of covenant cannot be, or is not, remedied by the lessee, and full compensation cannot be, or is not, made to the lessor.

WE REFERRED a few weeks ago to a remark made by the Lord Chief Justice at the Maidstone Assizes, where counsel having stated that the prisoner's mouth was closed, and that he (counsel) could not give the prisoner's account of the matter, the Lord Chief Justice said that "he could not acquiesce in that, for counsel represented

the accused, and whatever the prisoner would be entitled to say, that his counsel was entitled to say on his behalf," and to the observation of Mr. Justice Byles, that a prisoner has "the option of either speaking himself or of having his counsel to speak for him." In a case at the Leeds Assizes on Tuesday the question arose whether a prisoner could both speak himself and have his counsel to speak for him; and Mr. Justice Hawkins, with the concurrence of Mr. Justice Lush, held that he could. "I think," the learned judge said, "that, though there are *dicta* of individual judges to be found in the books, that a prisoner, when defended by counsel, is not at liberty to make a statement to the jury I ought not to be bound by any such *dicta*, because there is no decision of any court of criminal appeal on the point. As a general principle a prisoner may make his statement, and give his version of the transaction in respect of which he stands charged. I shall, therefore, though counsel appears for the defence, admit the statement of the prisoners. The statement might be made by the counsel, but I think it may also be made by the prisoners." And accordingly it is stated that after the end of the speech of the prisoners' advocate, they were allowed to make their statements to the jury. We should have thought that the better course would have been to allow the prisoners' statements to be given before the speech of the counsel, so as to enable him to comment on it. It should be noticed, however, that in cases of treason the prisoner is always invited by the court to address the jury after his counsel have spoken for him.

AS WE ANTICIPATED last week, an order of transfer has been made of causes from the cause lists of the Master of the Rolls, Vice-Chancellor Malins, and Vice-Chancellor Hall to Vice-Chancellor Bacon, and, for the purpose of trial or hearing only, to Mr. Justice Fry. None of the causes will, except by consent, be placed in the paper for hearing before the 12th inst.

Messrs. Cox & Sons in their monthly circular say, with reference to the sale of law forms in the Royal Courts of Justice, "We have always been led to believe, and doubtless many others have held it to be a fundamental maxim, that the public funds of the country could not constitutionally be applied by their custodians in the carrying on of any particular trade, calling, or business. Rightly or wrongly, the Commissioners of Inland Revenue have established themselves in business as printers and publishers of law forms, and a portion of the Royal Courts of Justice has been appropriated to them as the place of sale. As tradesmen who for more than a quarter of a century have been engaged in the preparation and sale of law forms, we feel the competition to be a grievance of which we have just right to complain, this being intensified by the fact that some of our own publications are being exactly reproduced, and that matters of instruction given by ourselves for the guidance of our customers are being made available for the practical use of the forms sold by the commissioners. The sale, moreover, is not limited to such as are subject to a judicature fee stamp, but consists of forms generally; the list issued by themselves under the title, "List of Forms issued at the Inland Revenue Office," containing many which are used solely by parties to an action or by their respective solicitors. Napoleon, when in the zenith of his power, described England as a nation of shopkeepers, but he, doubtless, excepted the ruling power of the country from that category, and rightly so. Competition with a power having unlimited pecuniary means wherewith to establish itself in business—not labouring under the compulsion to pay rent, rates, or taxes of any kind, whose waste is not a matter to be accounted as a loss and whose profits are not subject to any deduction on account of income tax—is too formidable to be encountered without a visible diminution of trading, hence the exception of Government from the effect of the designation and its restriction from entering upon any trade project."

## LUNACY LAW REFORM.

The announcement in the Queen's Speech of the intention of the Government to lay before Parliament a Bill for consolidating and amending the Lunacy Laws adds fresh importance to a subject to which we have recently drawn the attention of our readers. Some weeks ago we pointed out shortly (p. 82) the very grave abuses to which, as it seems to us, the lunacy laws are open, and we then promised to recur to the subject at a fitting opportunity, and to make some suggestions for the improvement of the law in the matters complained of. The somewhat remarkable (and singularly illogical) issue of the *cause célèbre* then in progress, furnishes, we think, an apt illustration of the justice of our criticisms. That can hardly be described as a satisfactory system of law which leaves a man, admittedly sane, substantially without remedy for a prolonged imprisonment, because his conduct had been such as to induce in the mind of his incarcerator an erroneous belief that he was subject, not to any maniacal fits or paroxysms dangerous either to himself or others, but to a delusion which, if well founded, would have been disagreeable mainly to himself, and which, as it was, was simply ridiculous. In our opinion the existence of such a delusion as that alleged ought not, however conclusively proved, to warrant the forcible imprisonment of its victim; but that a reasonable, though unfounded, suspicion of its existence should be accepted as justification for the act seems to us the very acme of absurdity. Yet this result is strictly in accordance with the general principles of our law of lunacy, which (1) assumes imprisonment as the normal treatment for lunatics, and (2) throws the *onus* of proof, not upon the would-be incarcerator, but upon the alleged lunatic, if only the prescribed certificate—of the nature already pointed out in these columns—has been previously obtained in all proper form.

But the principles upon which a good lunacy law should go are, as it seems to us, directly antagonistic to those above mentioned. They ought to be—(1) To secure that no one should be made liable to be treated as a lunatic without the most searching inquiry, conducted in public, and by a competent judicial officer; so as, as far as may be, to preclude the possibility of fraud, accident, or mistake. (2) So to provide for the control of lunatics as to interfere as little as may be with the free exercise of their individual liberty. And that there would be nothing very revolutionary in the adoption of these principles is sufficiently evident from the fact that they form in the main (but with one exception) the basis of the rules regulating the action of the Lord Chancellor and Lords Justices, as the persons intrusted under the sign manual with the custody and control of lunatics; in other words, they are recognized as principles properly applicable to the case of those lunatics who are possessed of property sufficient for their support, and the administration of whose property has been undertaken by the Crown. The exception is, however, one of some importance—namely, that, whether from mistaken delicacy of feeling toward the alleged lunatic himself or his friends, or from false motives of economy, the inquiry into the sanity of a person supposed or asserted to be lunatic may be, and ordinarily is, conducted in private, often even with studied secrecy. Now, we feel strongly that such a private inquiry ought never, under any circumstances, to suffice to justify the subsequent treatment of any person as a lunatic. We are not ignorant of the arguments which can be urged in support of the practice; of the hardships which enforced publicity would entail on the lunatic himself, and still more upon his family and connections; of the expense necessarily attendant upon a solemn investigation such as we think needed, with a result not often very different from that arrived at more simply and expeditiously under the present practice; and we have heard it asked somewhat triumphantly

whether it is reasonable to sacrifice the dearest feelings—perhaps the best interests—of a whole family in order to bestow a doubtful boon upon one who, nine times out of ten, neither wishes for it nor can appreciate it. But these considerations, weighty as they sound, seem to us insignificant as compared to the danger to personal liberty involved in the present system and in no other part of our legal machinery. If no one would think of inflicting permanent imprisonment without trial as the result of crime, even when the criminal has been taken “red-handed,” with what consistency can we apply to misfortune a rule which we consider too harsh for guilt?

The first rule which we should lay down, then, as essential to a good lunacy law (a rule admitting of no exception, even by the consent of the alleged lunatic: for if he be lunatic, he is incapable of giving a valid consent, and if not, the inquiry ought not to take place at all) is this:—No inquiry into the sanity of an alleged lunatic, whether by a Master in Lunacy or otherwise, should be held in private: in order to authorize the detention of anyone as a lunatic, such inquiry ought to be public, to proceed exclusively upon sworn evidence, given by witnesses produced for cross-examination, and ought to be conducted by a competent judicial officer, assisted either by a jury or by sworn medical assessors, at the option of the alleged lunatic, but in no case acting upon his own judgment merely. The cost of every such inquiry ought to be borne, in the first instance, by the person instituting the same, but he should be recouped out of the lunatic's property (if any) whenever the case was satisfactorily established.

There are, however, cases where lunacy takes the form of violence, dangerous either to the lunatic himself or to others, and to meet such cases provision must, of course, be made. It would be impossible, for instance, to suffer a man known to be liable to fits of homicidal mania to remain at large until he had actually killed some one, pending the prosecution of such an inquiry as above mentioned. But just as provision is made for the apprehension of an alleged criminal, and his detention until he can be regularly brought to trial, without in any way imperilling the right of every innocent man to personal liberty, so, we think, similar provision might reasonably be made for the apprehension and detention pending the inquiry of alleged lunatics, in cases where there is reasonable ground for fearing violence from them if left at large.

Our second cardinal rule, therefore, would be this:—No lunatic to be liable to be forcibly detained in any asylum or other place whatever, until his lunacy had been established by inquiry, except under a warrant from a magistrate, which warrant should only be grantable upon sworn depositions showing that the deponent had reason to fear, and did actually fear, that the lunatic, if left at large, would be dangerous, either to himself or some other persons. Such warrant should only be valid for seven days from its date, unless before the expiration of that time proceedings for an inquisition had been duly commenced. It should be obligatory on the person obtaining such a warrant to take such proceedings within the said week, and his failure to do so, or duly to prosecute them, when commenced, up to report, should be conclusive evidence against him in any action for false imprisonment which the alleged lunatic might be advised to bring.

These provisions, if thoroughly carried out, would, we think, be sufficient to secure, what certainly cannot be predicated of the law as it stands, at least as high a degree of probability that no sane man was kept under detention as a lunatic, as there now is that no innocent man is condemned to penal servitude as a criminal; absolute immunity from error is impossible in any human regulations, but it is not, we think, too much to ask that the liberty of the insane should be as jealously guarded as that of criminals.

What ought to be the treatment of persons who are undoubtedly lunatics, and whether their detention is not



In the vast majority of instances, an unnecessary—and even mischievous—aggravation of their misfortune, is matter for an important and interesting investigation, but it does not fall within the scope of our present inquiry.

### STOCK EXCHANGE CONTRACTS.

THE case of *Thacker v. Hardy* (27 W. R. 158, L. R. 4 Q. B. D. 685), decided by the Court of Appeal, is a case of considerable importance with regard to the relation between brokers on the Stock Exchange and their clients. Though very elaborate judgments were pronounced, it does not appear to us that the case really admitted of much doubt, unless, at least, the generally received opinion as expressed in the text-books and otherwise was at fault. We have always understood it to be the law that gambling contracts, unless rendered illegal in the sense of being prohibited by some particular statute, are merely void but not illegal, and that contracts whose object is gambling in public securities, not being prohibited by any statute, fall within the general rule. It has long been supposed, we imagine, that, inasmuch as gambling contracts are not illegal where not expressly made so by statute, a broker who, following the instructions of his client, has entered into such contracts, and in consequence has incurred liabilities, is entitled to be indemnified by his client. It will be seen that in the present case the contracts entered into by the instructions of the principal were not void contracts. The contract alleged to be a gambling contract, and as such void, was that between the broker and his client, and it was argued that this disentitled the broker to indemnity; but if the broker could recover moneys paid in pursuance of a void contract made with the third party, *a fortiori* he could recover where the contract with the third party was valid, though entered into for gambling purposes, so far as the client was concerned. The arguments urged for the defendant met with what appears to us to be a most powerful answer in the judgment of Mr. Justice Lindley in the court below, and of Lords Justices Bramwell, Brett, and Cotton, in the Court of Appeal. The judgments are good legal reading, especially because they so precisely and felicitously distinguish things that are frequently confused, but we cannot say we think the point itself needed quite such elaborate treatment. The tendency of the day in all matters—and legal matters form no exception—seems to us to be towards over elaboration. Essays such as Lord Bacon's could never be produced at the present day; where he would write an essay on a topic in a couple of pages, a thinker of the present day would occupy forty. The same kind of observation applies to many judgments of the present day. Because a case concerns the Stock Exchange or some important mercantile question, it is made the subject of the most diffuse and elaborate argument, though the principles involved are quite simple and not at all novel.

But to return to our topic. The case in question was tried without a jury, and consequently there were no findings of facts in the ordinary sense of the term, and therefore, the judges who successively dealt with the case had to find the facts for themselves. It was pretty clear that neither the broker nor the client looked upon the transactions in question as carried out for the purposes of investment in the legitimate sense of the term. The client, who was defendant, was merely speculating. He had no means of taking up the amounts of shares and stock which were purchased, or of delivering the amounts that were sold by his orders. It must therefore have been contemplated that he should buy or sell again, as the case might be, and he trusted that the plaintiff, the broker, would arrange matters so as to render nothing but differences payable by or to him, as the case might be. It was urged that this was gambling of so

pernicious a character as to be contrary to public policy, and illegal at common law; and the somewhat mystical expression, "time bargains," seems to have been freely used in the course of the case, by way of creating a general impression of illegality. It was urged that, inasmuch as both parties knew that the transactions were of this nature and had jointly embarked upon them, the broker was not entitled to indemnity. The court does not seem to have been much impressed by the argument, and had very little difficulty in dealing with it. They observed, as we have already pointed out, that the contracts entered into between the broker and the jobbers on the Stock Exchange were clearly not time bargains or gambling contracts at all. The only question, therefore, was whether a person, who has effected a valid contract by the instructions of a principal with a third person, is not entitled to be indemnified by the principal, because the object of the principal was, to his knowledge, a gambling one.

It seems to us that, on the general principles of law, the answer is plain. The question did not arise whether the plaintiff would have been entitled to indemnity in respect of moneys paid by him on contracts void by reason of their gambling nature. We do not think, as we have already said, that the result ought to have been different if the contracts made by the broker with the jobbers had been contracts void from their gambling nature. If I request a man to pay money for me on a merely void contract, he, nevertheless, can recover it from me, because he has been guilty of no illegality, and has paid it at my request. So it seems to us that even if the contract effected by the broker had been merely to pay or receive differences, assuming him to have paid the differences at the client's request, he would have been entitled to indemnity. A difficulty might arise in such a case if the client were to withdraw the authority to pay the differences for him, for if the contract were void, the broker, though bound by the rules of the Stock Exchange to pay, could not be sued at law, and it might perhaps be doubtful whether he would be entitled to recover in respect of a payment voluntary, so far as the law was concerned, and made contrary to the instructions given to him. But the case now in question was an *a fortiori* case.

It is observed by the court that a real "time bargain" is probably somewhat rare. There has been, we believe, a good deal of confusion of idea with regard to the supposed gambling contracts on the Stock Exchange, and we think that juries may sometimes have been misled by reason of an imperfect apprehension of the law on the subject. The observations in the judgment may be valuable as tending to remove this confusion. In the vast majority of instances, the contracts made on the Stock Exchange are perfectly valid contracts for the purchase and sale of shares. The fact that the parties can ultimately deal with their liabilities by re-selling or re-purchasing, so as to avoid actual delivery or payment of the price, and intend to do so if the speculation proves unsuccessful, cannot turn these contracts into wagering contracts. In one sense, every contract for the sale of goods is a wagering contract, inasmuch as its profitability depends on the future rise or fall of the value of the goods, and the law itself, in the event of a breach, only compels the payment of differences. The line between gambling contracts and non-gambling contracts cannot be drawn, unless it is part of the contract that differences only shall be paid. There seems to be a hazy notion in the minds of many with regard to these Stock Exchange transactions that, because the parties entering into them on the one side do not contemplate *bond fide* investments, the contracts are void. This notion, when analyzed, breaks down altogether. It is impossible to say whether parties are gambling when the contract is a substantial contract binding one to deliver and the other to purchase. Their ultimate intentions as to how they may reduce their liability in the event of a loss cannot



afford any tangible test. Then, as between the broker and client, it would place a broker in the most dangerous and uncertain position if he could or could not recover, according as a jury thought he had reason to believe or not that his client intended a *bonâ fide* investment. And, again, even if the client is gambling, why, in justice, should the broker be disentitled to recover that which he has actually had to pay in pursuance of his employer's directions? The business of the Stock Exchange could not be carried on if the law were so. It is very unfortunate that persons will gamble, and it is much to be deplored that it is so, but, after all, a market for the public disposal of securities is a necessity of modern life, and if it brings its necessary evils in consequence of the tendencies of human nature, these must be accepted. It seems to us probable that gambling is one of those evils which is susceptible only of very limited correction by law.

## General Correspondence.

### UGHT THE PROVISIO FOR RE-ENTRY TO BE QUALIFIED?

[To the Editor of the Solicitors' Journal.]

Sir,—I am very glad to observe that you have taken up this important question, and that the frightful insecurity of leasehold property in point of law is beginning to occupy public attention. I say in point of law, because I am convinced that in the majority of cases the practical danger of the tenant is little or none,—so strong is the general feeling on the part of landlords and their advisers against an unjust exercise of the proviso.

But recent disclosures have shown, what any one having the slightest knowledge of human nature might have surmised, that instances of improper use of the proviso are sufficiently numerous to call for a legislative remedy—and a legislative remedy there must be. What is wanted is to relegate the proviso to its proper purpose—to prevent its being used by a landlord as a means of getting for himself the improved value of the demised premises, and to do this by retrospective legislation.

To shape a perfectly just proviso will, no doubt, greatly tax the ingenuity of the parliamentary draftsman. The proviso suggested at the close of your article on the subject is adequate in substance, but appears to need elaboration.\* The provisos suggested by your correspondents appear to me to be inadequate, because they do not provide for the case of a covenant which it may have become impossible or highly burdensome to perform.

The chief difficulty will be in providing for these and other exceptional cases, and also in defining what are to be the cases in which the general rule which it will be necessary to lay down—that either compensation for breach or injunction to perform, and not forfeiture, is the proper and natural remedy for breach of covenant—shall be departed from.

If it were sought to deprive landlords of property of any real value, it would be necessary in a Bill, which will be valueless unless retrospective, to give compensation in the way of increased rent or otherwise; but inasmuch as, singularly enough, the value of leasehold property has been as yet unaffected by the absence or presence of the proviso, it seems to me that where definition fails—and fail it must do in some cases—the landlord and not the tenant ought to suffer. For to the tenant it may be a question of life and death.

INNER TEMPLE.

\* It was not intended as more than a hint.—ED. S. J.

[To the Editor of the Solicitors' Journal.]

Sir,—With reference to the oft-suggested amendment of the proviso for re-entry in leases, might not the

ordinary proviso for re-entry, with the suggested qualification as to notice, be made incidental to every lease? If the Government propose some such measure as that referred to in your issue of the 31st ult., it would be a convenient opportunity perhaps to introduce the subject.

G. W.

Feb. 2.

## Law Student's Journal.

### INCORPORATED LAW SOCIETY.

#### FINAL EXAMINATION.

A list of those gentlemen who passed the final examination in January, 1880.

Allen, W. B.	Higginson, John
Arnold, C. F.	Hodgkinson, C.
Atkinson, J. B.	Howl, Frank
Ayre, J. W. C., B.A.	Huxtable, H. A.
Bailey, J. L., B.A.	James, A. H.
Baker, E. L.	Jarmain, W. A.
Baldwin, A. R.	Julian, R. A. H.
Bairn, Benj.	Kains-Jackson, C. P. C.
Beacroft, A. J.	King, W. R., B.A.
Beckingsale, M. M., B.A.	Knowles, T.
Bell, C. W.	Langlois, J. W.
Benwell, H., B.A.	MacLagan, P. S.
Bettinue, A. J.	Marritt, John
Blackman, C. W.	Mason, A.
Bousfield, Harvey	Mason, C. A.
Brani, A. W.	Matthews, G. L.
Bett, George	Mill, John
Broadsmith, F.	Mitchell, S.
Brookes, A. F.	Mitchell, W.
Broughton, A. O., B.A.	Moore, B. A. R. D.
Burton, J.	Moore, W. H.
Calvert, R. K.	Neale, A.
Carpenter, A.	Neville, G. H.
Challenor, E. M.	New, W. J., B.A.
Channidler, Henry	Norwood, E.
Clements, T. G.	Oliver, E. W.
Cochrane, James	Owen, A. O.
Collins, W. S.	Parker, Henry, B.A.
Cooper, John	Parkinson, M. W.
Cornett, A.	Parnell, C. G.
Coxe, P. H., B.A.	Payne, W. J.
Crow, A. T., jun.	Phillimore, W. P. W., B.A.
Cummings, Henry	Pitman, W. H.
Dagg, A. R.	Plant, G. T. S.
Daggett, W., jun.	Pottow, Arthur
Darby, H. J. B.	Prideaux, A. R.
Docker, R., jun.	Pulman, W. G. B.
Douglas, E. S., B.A.	Quinn, James
Downer, T. W.	Rains, J. E.
Downes, C. H.	Richards, A. L.
Ellerton, J. A.	Rickard, W. W.
Elmhurst, C. E.	Robinson, F. J. H.
Enfield, H. H., B.A.	Roger, G. P.
Frazer, A.	Routledge, R.
Frear, C. J.	Rowley, H. C.
Freeland, E. L. T. S.	Ruck, W. E.
Freston, R. H. B.	Sayer, Henry
Fuller, J. H.	Sayle, R. H., LL.B.
Goldschmidt, W. O., B.A.	Schou, N. G., jun.
Goold, E. A.	Seale, E. W.
Gordon, W. B.	Sharpe, J. W.
Goswell, H. C.	Shorto, G. R.
Gould, F. J. M.	Silk, C. A.
Greener, M. J.	Sack, J. B., B.A.
Grisdale, T.	Slater, W.
Hall, F.	Smith, A. E.
Hammond, H. R.	Square, Henry
Harding, J. J., B.A.	Stafforth, H. L.
Harris, A.	Stocker, J. W.
Harrison, R. M.	Strouts, W.
Hanley, E. H.	Sykes, L.

Tanner, E.  
Tarleton, F. B.A.  
Tatton, W. J.  
Templer, R. G.  
Thompson, E. A.  
Tough, D. W.  
Tozer, Solomon  
Underhill, J. G., M.A.  
Walhouse, M. E., B.A.  
Walker, John, jun.

Wansey, W., B.A.  
Warne, Collin  
Weare, G. E.  
Webb, W.  
Whitley, A. T. R.  
Williams, R. G. S.  
Wise, A. J.  
Wood, E. R.  
Wright, H. L., B.A.

#### LAW STUDENTS' DEBATING SOCIETY.

The weekly meeting of this society was held at the Law Institution, on Tuesday evening last, Mr. A. E. Hemsley occupying the chair. There was a large attendance of members, and the following resolution, brought forward by Mr. Lewis Rendell, was unanimously carried:—"That the committee were justified in omitting to arrange for a meeting of the society on Tuesday, the 9th day of December, 1879, under the circumstances of having arranged in pursuance of the resolution of the society, passed on the 4th day of February, 1879, for a debate with the United Law Students' Society, on Wednesday, the 10th day of December, 1879." The subject appointed for the evening's debate was as follows:—"When a will contains a devise of real property to a person in fee simple, and also a devise of the same property in fee simple, 'in case the first-named devisee does not dispose of the same, but not otherwise,' and the first devise lapses, will the second devise take effect?" And the following cases amongst others were cited in the course of the arguments:—*Hughes v. Ellis* (20 Beav. 193), *In re Stringer's Estate* (35 W. R. 815), *Greaved v. Greaved* (26 Beav. 621), *Holmes v. Godson* (4 W. R. 415). Messrs. A. Austin, the opener, J. W. Evans, and Lewis Rendell supported the affirmative, and Messrs. Henry Godwin, Kirk, and Ellis, the negative; the question, after being very warmly debated, was decided by a majority of one. The subject appointed for debate next Tuesday is as follows:—"Is it desirable that women should be admitted to professions and to a larger and more direct influence in public life than they now possess?" It will be opened by Mr. Lloyd Jones.

#### UNITED LAW STUDENTS' SOCIETY.

A meeting of the above society was held on the evening of Wednesday last, at Clement's Inn Hall, when Mr. N. F. Synnot opened in the negative the subject for debate:—"That so long as the Irish seek to subvert existing laws they are not entitled to relief at the hands of the English nation." He was followed in the same line by Messrs. T. Bateman Napier, G. Farrell Jones, W. Pain Grigsby, E. H. Pickersgill, A. D. MacLaren, and F. O. Edlin; whilst Messrs. R. Gwynne Templer, W. Dowson, R. B. D. Ackland, and E. F. Spence maintained the affirmative. The chairman (Mr. Ackland) summed up, and the motion being put to the vote was carried in the affirmative by a majority of two.

On the 28th inst., the annual inaugural meeting of the society will be held, when Mr. Farrer Herschell, Q.C., M.P., has consented to preside, and the attendance of the friends of members will be acceptable.

#### BIRMINGHAM LAW STUDENTS' SOCIETY.

The thirty-third annual meeting of this society was held on Tuesday, January 27, at the Grand Hotel, Birmingham. Mr. J. S. Dugdale (recorder of Birmingham) took the chair, and Mr. N. Lakin Smith the vice-chair. There was an attendance of nearly sixty members and their friends. Amongst those present were Messrs. Henry Hawkes (borough coroner), Mr. Registrar Parry; Councillors G. J. Johnson and C. E. Matthews; Messrs. Hugo Young, N. Nathan, W. S. Allen, Baker, Cannings, Spencer, Whitehouse, Crookford, Edwards, Samuel, and Rogers (hon. secretary). Letters of apology for non-attendance were announced from the Mayor of Birmingham, Mr. J. Motteram, Q.C. (judge of Birmingham County Court), Mr. Registrar Cole, the Town Clerk, Messrs. Martineau, Marigold, Plumtre, Rowlands, and many others.

After dinner the report of the committee was read by Mr. W. S. Rogers. It stated that during the year six honorary members joined the society, and ten ceased to be members. The total number of honorary members at the present time

was 220, as against 225 at the close of last year. New ordinary members to the number of twenty-five joined the society during the year. Twelve were admitted solicitors, and thus became honorary members; while eleven ceased to be members of the society. The number of ordinary members of the society was now eighty-seven, as against eighty-four last year. The total number of members of the society was 307, being composed of 15 barristers, 205 solicitors, and 87 bar students and articled clerks. Twenty ordinary meetings were held during the year. The average attendance was twenty-four, a slight increase on last year. Fourteen debates had been held—thirteen on moot points of law or equity, and one on a jurisprudential subject. The average number of speakers was eight. The thanks of the society were due to Messrs. G. J. Johnson, W. E. Ball, and R. E. Plumtre for gratuitous lectures. Two prizes of books had been awarded: the first of the value of £3 3s., offered by the society, to Mr. H. J. Brown; and the second "The Law Times Prize," of the value of £2 2s., to Mr. A. J. Connor. The committee regretted that as yet no scheme of lectures had been arranged for law students in the provinces, and that no steps were likely to be taken for this purpose. The examiners at the final examinations held in June, 1879, certified that Messrs. J. Hargreave and S. Royle Shore, jun., passed examinations which entitled them to commendation. The subject for 1878 of the prize essay of the society, awarded annually to the writer of the best essay upon some legal or jurisprudential subject, was "The Doctrine of Separate Use." The prize was awarded to Mr. W. S. Rogers. The award arrived too late for insertion in last year's report. Mr. Rogers had also been awarded the prize for 1879.—Mr. Crookford (hon. treasurer) read the report of the financial condition of the society which is in every respect most satisfactory.—The President moved the adoption of the report, and the proposition was carried.—The prizes gained by the successful students were then presented to them by the president.—Messrs. H. Parish, A. R. Baker, and A. Canning (honorary members), and W. S. Rogers, A. J. O'Connor, E. H. Samuel, A. L. Crookford, J. M. Bayley, C. Crosskey, C. J. Edwards, W. E. Taylor, H. M. Barrows (ordinary members) were elected as a committee for the present year.

The President then delivered his address, in the course of which he offered a few hints on the mode of conducting contentious proceedings. He recommended in all cases, so soon as a client entered their offices, that they should obtain the fullest and most accurate statement of facts necessary to conduct the case. One of the best means to insure accuracy was to abstain from putting leading questions to the client, leaving him to deliver his own story. It was absolutely necessary to find out, as much as possible, the case of their opponents. He next referred to the preparation of pleadings and proceedings, the notices to produce and to admit, remarking that an indiscriminate notice to admit was not advisable. Alluding to the mode of conducting a trial, he expressed his disapproval of the preparation of a cut and dried speech, and the "bullying" of a witness, advising, however, that in the event of the witness being dishonest they should "show him up" as much as they could. Much harm was often done to a case by excessive cross-examination. It excited feelings of disgust and disapprobation which often made itself felt in the result. Whatever the nature of the case which they might have to conduct he advised them "to stick to the point," and avoid all irrelevant issues and discussions. He subsequently proposed the toast of the evening—"The Birmingham Law Students' Society"—and in doing so expressed his great approval of the formation of that and other similar societies, pointing out the great advantages which it conferred upon the members in many ways. He was very glad to hear that the society was in such a flourishing condition, and he hoped that it would continue to flourish and prosper. He had had the advantage of being a member for some years, and thought the society was productive of great good. It kept law students together, gave a high tone to them, and afforded them excellent practice by enabling them to discuss points of law.

Mr. W. SNOWELL ROGERS (hon. sec.), responded on behalf of the society. After alluding to the success of the society, he stated that only two, out of over 200, honorary members had died during the year, and no law student had died. He referred to the want of higher education for articled clerks, and asked the Law Society to consider whether something could not be done in the matter.—The Vice-President, in a humorous speech, proposed "The Birmingham Law Society," and it was responded to by Mr. G. J. Johnson.

Mr. Johnson, in responding, [said the work of the society during the last seven years had been to build up the finest library out of London, and in a few weeks that work would be completed. When the record of its completion came to be made public—the catalogue was already in type—they would receive with equal surprise, satisfaction, and astonishment some idea of the amount of labour which had been bestowed in connection with the work. When this work was really completed they intended to turn their attention to the subject of law lectures. He believed that the course they had already adopted was the beginning at the proper end. A library was now founded, which would be of great use not only to the Birmingham Law Society, but to the Law Students' Society, for generations to come. The governing body were more than anxious to do everything in their power to afford to the law students of the present day and of the future that training which they recognized as clearly and as heartily as Mr. Rogers had done. Mr. C. E. Matthews proposed "The Bench and the Bar," to which Mr. Registrar Farry and Mr. Hugo Young replied.—"The Health of the President," proposed by Mr. F. H. Samuel, concluded the proceedings.

### Cases of the Week.

**COMPANY—ARTICLES OF ASSOCIATION—QUALIFICATION OF DIRECTORS—ACTING WITHOUT QUALIFICATION—MISFEASANCE—COMPANIES ACT, 1862, s. 165.**—In the case of *In re Canadian Land, &c., Company*, before the Master of the Rolls on the 29th ult., an important question was argued, whether two directors who had acted as such without having the necessary qualification in shares according to the articles, could be held liable for a misfeasance, and ordered to contribute to the assets of the company a sum equal to the amount of the shares they should have held, under the powers given to the court by the 165th section of the Companies Act, 1862. By the articles each director was bound to hold 100 £5 shares in the company, and, by another article, if a director ceased to hold that number he became ineligible to continue to act as director. The 165th section provides (*inter alia*) that, "where, in the course of the winding up, it appears that any director or officer of the company has been guilty of any misfeasance or breach of trust in relation to the company, the court may, on the application of the liquidator, examine into the conduct of such director or other officer, and compel him to contribute such sums of money to the assets of the company by way of compensation in respect of such misfeasance as the court thinks just." The question arose on a summons taken out by the liquidator that the two directors might be ordered each to contribute £500 to the assets of the company. JESSEL, M.R., said that the object of requiring a qualification from directors was to provide a safeguard to the company that persons to whom important powers were delegated would exercise those powers properly, and if a director chose to act as such without the necessary qualification, in his opinion he was guilty of a serious misfeasance and wrongful act within the meaning of the section. One question was whether these unauthorized persons came within the designation of "director or other officer of the company." The court was familiar with cases in which persons who had assumed to act in a given capacity were not allowed to say they had not held that capacity, and, in his opinion, in the present case these directors could not be heard to say they were not "directors" within the meaning of the section. Even if not directors they came, at any rate, within the word "officers." Then came the question what amount of compensation they ought to make to the company. It was impossible for the court to say what amount of damage might have been caused to creditors or shareholders, but it was evident they had inflicted some. Under the circumstances, he thought the proper course was to order the directors to pay that sum which they would have had to pay had they done their duty by taking the number of shares necessary to qualify them as directors. His lordship, therefore, ordered each of the two directors to contribute £500 towards the assets of the company, and to pay the costs of the summons.

**LEASE—COVENANT—FORFEITURE—ALTERNATIVE COVENANTS.**—In the case of *Kinman v. Jackson*, before the Master of the Rolls on the 30th ult., a question arose whether a forfeiture of a lease had occurred under the following circumstances:—A lease of certain clay and stone contained power to work and use the same subject to the rents and royalties therein contained. The lease contained a covenant that the grantees would work the clay and stone in the most proper and effectual manner and with a reasonable number of able-bodied men and assistants kept employed on the works at all reasonable and usual working times, so that the clay and stone there found might be raised and made merchantable as speedily as practicable. The lease contained a proviso that if the parties failed in the observance of any of the covenants, the lessors might, by writing, revoke the indenture and re-enter. The present plaintiff was the trustee in bankruptcy of the lessees, and had carried on the works since January, 1879. It appeared that he had dried and made merchantable the stock of clay then on the premises, but that he had not after that time employed any of his workmen in raising the clay or stone. In August, 1879, the defendants served a notice on the plaintiff revoking the lease, and the latter now moved for an injunction to restrain them from taking possession under their notice. JESSEL, M.R., said that the question he had to decide was whether, if the lessee raised a quantity of clay, and then took off his workmen from raising the clay, and employed them in making it merchantable, that was a breach of the covenant. He felt bound to say it was. No doubt the men were employed in making the clay merchantable, but the covenant bound the lessee to raise the clay at all reasonable times, and this had not been done, for no clay had been raised for months. That being so, however reluctant the court might be to enforce the forfeiture clause in a lease, yet, in his lordship's opinion, there had been a clear breach. The court could not alter contracts, and if lessees took leases with such stringent clauses they must rely on the forbearance of the lessors which, he believed, as a rule, they did when they entered into such engagements. If, however, the aid of the law was invoked, it was necessary to construe the covenant according to its real meaning, and in his view there had been a forfeiture; and, therefore, the motion must be refused. The costs would be costs in the action.

**VENDOR AND PURCHASER—DOUBTFUL TITLE—SPECIFIC PERFORMANCE—DEVOLUTION OF TRUST ESTATE.**—In the case of *Osborne v. Rowlett*, before the Master of the Rolls on the 31st ult., a point was argued whether the court would force a doubtful title on a purchaser, and would decide in the particular case which way the law was. The question in dispute was whether the vendors, the devisees of a surviving trustee for sale, could execute the trust where the original limitation of the trust estate was to trustees and their heirs, without including the assigns of the trustees. JESSEL, M.R., said that, although the old doctrine that the court was not bound to force a doubtful title upon a purchaser might be more convenient for a judge, the new rule that he must decide whether the title was good or bad was much more creditable to the state of the law. If there had been no authority on the point, he should have said that where as here you had a trust annexed to an estate, the persons who got that estate were the persons to execute the trust. After reviewing the various cases from *Cooke v. Crawford* (13 Sim. 91) downwards, and showing that that decision of Shadwell, V.C., had been adversely criticised by other judges, and that the principle on which it was founded had been doubted, though the actual decision had not been overruled, he expressed his dissent from the decision, and refused to follow it. He therefore declared that the vendors could make a good title to, and sell and convey the trust estate, and give a binding receipt for the purchase-money, without the concurrence of the persons beneficially interested. As the doubt had been occasioned by judicial decision, he gave no costs on either side.

**INCAPACITY TO SUE—DISABILITY UNDER FOREIGN LAW.**—In a case of *Worms v. De Valdor*, before Fry, J., on the 28th ult., the action was brought to obtain the delivery up of some bills of exchange, on the ground that they had been dealt with fraudulently. The plaintiff was a French subject, and an objection was raised to his capacity to sue



He had been placed by a competent French tribunal under what is called in France a "Conseille de Famille," and it was alleged that under French law he was disqualified from suing without the consent of his "Conseille Judiciaire," which had not been given. Fry, J., held that this did not disqualify the plaintiff from suing in this country. His lordship was of opinion that the language of Mr. Justice Story, in his *Conflict of Laws* (7th ed. p. 140), applied—that "personal disqualifications, not arising from the law of nature, but from the principles of the customary or positive law of a foreign country, and especially such as are of a penal nature, are not generally regarded in other countries where the like disqualifications do not exist." Such disqualifications are "strictly territorial."

**COMPROMISE—RIGHT OF PARTY TO WITHDRAW ASSENT BEFORE ORDER DRAWN UP.**—In a case of *Davis v. Davis*, before Fry, J., on the 29th ult., the question arose whether a party to an action, who has at the trial assented to a compromise, has a right to withdraw his assent before the order of the court carrying out the compromise is drawn up. At the trial of this action, after the plaintiff's case had been to a great extent heard, she agreed to a compromise, and Fry, J., made an order embodying the terms of it. Before the order had been drawn up the plaintiff desired to withdraw her assent. The defendant moved for an order that the plaintiff should deliver to the registrar certain briefs and other documents to enable him to draw up the order on the compromise. Fry, J., held the plaintiff was not at liberty to withdraw from the compromise, and granted the application.

**PRACTICE—PARTIES—THIRD PARTY NOTICE—DETERMINATION OF QUESTION BETWEEN THIRD PARTY AND ORIGINAL DEFENDANT.**—ORD. 16, RR. 17, 18, 19, 20.—In a case of *The Metropolitan Board of Works v. The Hammermith Bridge Company*, before Fry, J., on the 29th ult., a question arose as to the determination of questions between a defendant and third parties, added by amendment. The plaintiffs had been empowered by Act of Parliament to purchase the undertaking of the Bridge Company, which was, by the Act, defined as including "the bridge and the approach roads to the same." The question arose whether certain roads leading from the bridge, were "approach roads" within the meaning of this definition, and the plaintiffs claimed a declaration that these roads were "approach roads," and formed part of the undertaking of the Bridge Company, and an order that the Bridge Company should, on the footing of this declaration, sell the roads in question to the plaintiffs. The writ was issued on the 24th of April, 1879. On the 28th of June the Bridge Company applied by summons to the Master of the Rolls that the plaintiffs might be ordered to issue and serve a third party notice, under rules 17 and 19 of order 16, upon the Fulham District Board and the Mortlake Highway Board, giving them notice of the action, and of a provision in the Act that, after the plaintiffs should have acquired absolute control of the undertaking of the Bridge Company, the approach roads to the bridge should be public highways, maintainable and repairable as other highways in the parish or district in which the same should be situate respectively. And, further, giving the two boards notice that, if they wished to dispute the claim of the plaintiffs to have the declaration asked by their statement of claim made, they must cause an appearance to be entered within eight days after service of the notice, and that in default of their so appearing they would not be entitled in any future proceedings between the Bridge Company and themselves to dispute the validity of the judgment in this action, whether obtained by consent or otherwise. Upon this summons, Jessel, M.R., upon hearing the Bridge Company and the plaintiffs, made the following order:—"It appearing to the judge that the questions in this action should be tried, not only between the plaintiffs and the defendants, but also between such parties and the Fulham District Board and the Mortlake Highway Board: it is ordered that the plaintiffs be at liberty to amend the writ of summons" by adding the two boards as defendants. The writ was amended in pursuance of this order. The plaintiffs also amended their statement of claim by adding some paragraphs showing the way in which the two boards were interested in the action, and alleging that they opposed the plaintiffs' claim in the action. The Fulham Board delivered

a statement of defence by which they said that they never had opposed, and did not oppose, the plaintiffs' claim, and that they submitted to any order which the court might think fit to make. They further submitted that, as they had been made defendants solely for the convenience and at the instance of the other parties, those parties ought to pay their costs. The Mortlake Board delivered a statement of defence, by which they denied that the roads in question were "approach roads" or part of the undertaking of the Bridge Company, and they submitted that the whole of the roads in question and within their district would not, when the plaintiffs should have acquired complete control of the undertaking of the Bridge Company, be maintainable and repairable by the Mortlake Board. At the trial Fry, J., gave judgment in favour of the plaintiffs' claim, but he held that he could not determine any question as between the Bridge Company and the two defendant boards arising out of the obligation to maintain and repair the roads in question, and he ordered the Bridge Company to pay the costs of the plaintiffs and of the Fulham Board, but not those of the Mortlake Board.

**CONTRACT FOR BENEFIT OF THIRD PARTY—RIGHT TO SUE—FIDUCIARY RELATION.**—On the 31st ult. Fry, J., mentioned again the case of *Lloyds v. Harper* (ante, p. 250), which he had reserved for further consideration on one point. The action, it will be remembered, was by the corporation of Lloyds' to enforce a guarantee which had been entered into with them by a father on behalf of his son on the occasion of the admission of the latter as an underwriting member of Lloyds'. The father had agreed to hold himself "responsible for all his (the son's) engagements in that capacity." It was the practice for the underwriting members of Lloyds' to underwrite policies of marine insurance for the benefit, not only of members of Lloyds', but also of outsiders. In the latter case the policies were effected through the agency of brokers who were subscribers to Lloyds', inasmuch as members could not transact business directly with outsiders. The corporation of Lloyds' as such, incurred no liability on the policies underwritten by its members. It was objected that the corporation could not recover more than nominal damages, for that they could not maintain the action on behalf of the persons for whom the son had underwritten policies which he had failed to pay. After considering the authorities, Fry, J., came to the conclusion that the corporation of Lloyds' could sustain the action on behalf of all the persons, whether members or outsiders, for whom the policies had been underwritten. The cases of *Tomlinson v. Gill* (1 Amb. 330), and *Lamb v. Vice* (6 M. & W. 467), he said, showed that, where a contract had been entered into for the benefit of a third party, the person with whom it had been entered into was to be treated as a trustee for him, and an action could be maintained by the trustee or by the third party in his name. In the present case the contract was with Lloyds' as agents for all the subscribers to Lloyds'. The subscribers had clearly a right to call on their agents to enforce a contract entered into with them for the subscribers' benefit, and the principals of the subscribers who were brokers had a right to call on the brokers to require their agents, Lloyds', to enforce the contract of guarantee for the benefit of those principals. In this way Lloyds' were trustees for all the persons who were entitled to the benefit of the guarantee, and could maintain an action on their behalf to enforce it.

**PRACTICE—FORECLOSURE ACTION—PERSONAL JUDGMENT FOR PAYMENT BY MORTGAGOR—SECURITIES TO BE TRANSFERRED TO THIRD PERSON REDEEMING MORTGAGEE—ORDER 17—LEAVE TO APPLY IN CHAMBERS FOR SALE.**—In a case of *Greenough v. Littler*, before Fry, J., on the 31st ult., the action was brought by a mortgagee against the mortgagor and a purchaser from him, for foreclosure. The plaintiff also claimed a personal judgment against the mortgagor for payment of the mortgage debt. Fry, J. (following the precedent of *Dymond v. Croft* (24 W. R. 700, L. R. 3 Ch. D. 512), gave judgment for foreclosure against both defendants, and also a personal judgment for payment against the mortgagor, fixing three months after the date of the chief clerk's certificate of the amount due as the period within which the payment was to be made, and six months as the period for redemption. The counsel for the pur-

debt then asked that, in the event of his redeeming the mortgage, the personal judgment against the mortgagor might be transferred to him, as being one of the securities held by the mortgagee for the mortgage debt. FRY, J., said that if, under the old practice, the mortgagee had obtained judgment in a common law action for the mortgage debt, that judgment would have been one of the securities for the debt which the mortgagee must have transferred to the person who redeemed him, and there was no reason why the same thing should not be done when judgment for the debt and a foreclosure judgment were given in one and the same action. His lordship accordingly ordered that the personal judgment against the mortgagor should be included among the securities which the mortgagee was to transfer to the purchaser in the event of his redeeming the mortgage, and gave the purchaser liberty, on his properly indemnifying the plaintiff, to enforce the judgment in his name. His lordship also gave the purchaser liberty to apply in chambers for a sale, instead of a foreclosure, of the property, upon such terms as the judge might direct.

**NUISANCE—INJUNCTION—JUSTIFICATION.**—In a case of *Lacey v. Wood*, before FRY, J., on the 31st ult., the action was brought to restrain an alleged nuisance caused by the erection by the defendant of a urinal. The urinal had been erected in a yard in the neighbourhood of the market-place of a town. The plaintiff's and the defendant's houses abutted on the yard, through which there was a public right of way. It was attempted to justify the erection of the urinal on the ground that, prior to its erection, the public had been in the habit of committing nuisances over the yard indiscriminately, and that the effect of the urinal was to concentrate the nuisance in one spot, where it was minimized by means of a proper supply of water and other appliances, and it was said that the plaintiff was, in fact, benefited by what had been done. FRY, J., however, held that the previous commission of a series of illegal acts, which might have been stopped, if the proper steps had been taken, could afford no justification for the creation of a permanent legal nuisance. And he granted the injunction asked for.

**PRACTICE—COMPANIES ACT, 1862—GENERAL ORDER, NOV., 1862, RULE 2—COMPANY IN VOLUNTARY LIQUIDATION—SERVICE OF PETITION FOR COMPULSORY WINDING UP.**—An application was made to Vice-Chancellor Hall on the 31st ult., in *Re Stewart & Brother*, for directions as to the mode of effecting service upon the company of a petition for a compulsory winding up. The company was in voluntary liquidation, and the present application was made under the following circumstances:—The registered office of the company was at Liverpool, but the premises were found to be now unfurnished, and, although there was a clerk there, he denied being a servant of the company. Rule 3 of the General Order of November, 1862, provides that "a winding-up petition shall, unless presented by the company, be served at the registered office, if any, of the company, and if no registered office, then at the principal or last known principal place of business of the company, if any such can be found, upon any member, officer, or servant of the company there, or in case no such member, officer, or servant can be found there, then by being left at such registered office or principal place of business, or being served on such member or members of the company as the court may direct; and that every such petition for the winding up of a company, subject to the supervision of the court, shall also be served upon the liquidator (if any) appointed for the purpose of winding up the affairs of the company." Service of the present petition had been effected upon the liquidator in the voluntary winding up, and HALL, V.C., held that such service was sufficient.

**AFFIRMATION IN LIEU OF OATH—COMMON LAW PROCEDURE ACT, 1854 (17 & 18 VICT. C. 125), s. 20—CONSCIENTIOUS OBJECTION—FOREIGN SUBJECT—EVIDENCE OF FOREIGN LAW.**—In the Probate, Divorce, and Admiralty Division, on Tuesday last, a motion was made in *The Goods of Prince Henry of Reuss Körtitz*, who died at Reuss Körtitz, Germany, on the 21st of February, 1878, having duly executed, in accordance with the German law, a will and ten codicils, which were proved by Otto Theodore Von

Seydewitz, president of the Imperial German Parliament, the nephew and executor of the deceased. Probate of the testamentary documents was required in England, in order to realize certain property in this country, and instead of the usual affidavit identifying the foreign documents, the applicants produced an affirmation, made by the executor before the British Vice-Consul at Breslau. An application was now made to receive the papers, in order that probate might be granted in England, it being stated that, by the law of Germany, all voluntary oaths are illegal. HALL, V.C., rejected the application, and pointed out that, according to the general principle of English law, no matter can be proved before an English tribunal except upon oath. This was evident from section 20 of the Common Law Procedure Act, 1854, which made special provisions for cases of conscientious scruples, for which it provided a special form of affirmation. In the present case the deponent had not brought himself within the enactment by showing that he was prevented from taking an oath by conscientious motives, and therefore the court had no power to dispense with the oath. It had been alleged that voluntary oaths are illegal according to the law of Germany, and cannot be administered in that country to German subjects, but the statute could not apply to such a state of things; for if the law was as alleged, it did not follow that there was any power to substitute an affirmation for an oath. Moreover, although foreign subjects could not be forced to comply with the requirements of an English statute, an English tribunal was competent to fix the conditions upon which it would grant its decrees. His lordship also pointed out that there was not proper evidence as to the German law, there being only the statement of a gentleman who was said to be connected with the British Vice-Consulate at Breslau, to the effect that a certain course of proceeding had been advised by the British Consul at Königsberg. The evidence of an expert in German law must be obtained, and at present the papers could not be received.

**PRACTICE—COSTS—TRUSTEE.**—In a case of *In re Cooper*, before the Court of Appeal (JESSEL, M.R., and BAGGALLAY and COTTON, L.JJ.) on the 4th inst., the question was as to the construction of a will. Counsel appeared for the trustees of the will, who had been served with notices of the appeal, and asked for their costs of the appeal. The trustees had no interest in the question of construction argued. JESSEL, M.R., said that he strongly objected to counsel appearing simply to ask for costs, when they could not be heard on either side, their clients having no interest whatever in the question at issue. The appellant must pay the trustees' costs as he had brought them before the court unnecessarily.

Under the provisions of the Prosecution of Offences Act, the Attorney-General has appointed the following gentlemen to act as clerks on the staff of Mr. Maule, Q.C., the recently appointed Director of Public Prosecutions, namely:—Mr. Charles Young, Mr. Henry Hall, and Mr. Frederick George Frayling. The temporary offices of this new department of the public service are situate at 5, Craig's-court, Charing Cross.

In a case of *Cooper v. Penrose*, before the Probate Division on the 29th ult., the President took occasion to say that it had been laid down by many eminent judges, lastly and lately by the present very distinguished head of the law, the Lord Chancellor, that where a will was made in favour of a particular person, and that will was drawn by that person himself, nobody else communicating with the testator on the subject, it rested upon him to show that it truly represented the intentions of the testator, and to remove the suspicion which attached to it. There was the strongest presumption against such wills, and it was the duty of the tribunals which had to inquire into them to watch closely and see that the suspicions attaching to them were thoroughly removed. The proper and right course of conduct to be pursued in such cases was plain. When a testator desired to leave his property to any particular person, and asked that a will to that effect might be prepared for him, it was the duty of the person in whose favour it was to be made to say to the testator, "It must not be done through me; it must be done through some independent person."

## Obituary.

### SIR WILLIAM ERLE.

The Right Hon. Sir William Erle, D.C.L., F.R.S., many years Lord Chief Justice of the Court of Common Pleas, died at Bromsott Grange, Hampshire, on the 29th ult., at the age of eighty-six. The late Lord Chief Justice was the third son of the Rev. Christopher Erle, and was born at Gillingham, Dorsetshire, in 1793. He was educated at Winchester, and was formerly fellow of New College, Oxford, where he graduated B.C.L. in 1818, and D.C.L. in 1857. He was called to the bar at the Inner Temple in Michaelmas Term, 1819. He joined the Western Circuit and gradually obtained an extensive and lucrative practice as a junior. In 1834 he received a silk gown from Lord Brougham, and soon attained a position among the leaders of his circuit, although he had men like Follett and Wilde among his competitors. He also obtained a good leading business in London, and was for many years counsel to the Bank of England. In 1837 he was elected M.P. for the city of Oxford in the Liberal interest, but retired at the general election of 1841. In 1845, although a political opponent of the Government, he was selected by Lord Lyndhurst to succeed Mr. Justice Erskine as a judge of the Court of Common Pleas, and soon afterwards received the honour of knighthood. In the following year, on the death of Sir John Williams, was transferred to the Court of Queen's Bench, where he sat for thirteen years under the successive presidency of Lords Denman and Campbell. In June, 1859, on the accession to power of Lord Palmerston's second administration, Lord Campbell received the Great Seal, Lord Chief Justice Cockburn was promoted from the Common Pleas to the Queen's Bench, and Sir William Erle returned to the Common Pleas Courts as Lord Chief Justice, and was sworn a member of the Privy Council. Under the presidency of Sir W. Erle (with such pious judges as Williams, Crowder, Willes, Byles, Keating, and Montague Smith) the authority of the Common Pleas stood very high, and the court was much resorted to by plaintiffs. Sir W. Erle was a sound and well-informed lawyer, with a dignified and unaffected manner, and his kindness and amiability rendered him extremely popular with the members of the bar. His judgments were always most carefully prepared, and evinced an extensive knowledge of law and great power of reasoning. Among the most important and interesting among them may be mentioned *Kemp v. Neville*, *Kennedy v. Brown*, *Ionides v. Universal Marine Insurance Company*, &c. Sir W. Erle retired at the age of seventy-three, after twenty-two years of judicial service, with his mental and bodily powers entirely unimpaired. He sat on the bench for the last time on the 26th of November, 1866. The court was filled to overflowing, and Sir John Rolt, who was then Attorney-General, made an eloquent valedictory address. Sir W. Erle rarely took part in the proceedings of the Judicial Committee of the Privy Council after his retirement, but he rendered valuable public service as a member of the Royal Commission on Trades Unions, and he published a small treatise on "The Law relating to Trades Unions." He retained all his faculties until within a few days of his death. He was extremely charitable to the poor in the neighbourhood where he resided, and took an active part in all parochial business. Sir W. Erle was an honorary fellow of New College, and a bencher of the Inner Temple, having been treasurer of that society in 1834. He was married to the daughter of the Rev. David Williams, D.C.L., Warden of New College, Oxford, but he leaves no family. His younger brother, the Right Hon. Peter Erle, Q.C., many years Chief Commissioner of Charities, died in 1877.

### MR. JOHN LOCKE, Q.C., M.P.

Mr. John Locke, Q.C., M.P., died at 63, Eaton-place on the 28th ult., at the age of seventy-four. Mr. Locke was the only son of Mr. John Locke, and was born at Herne Hill in 1805. He was an M.A. of Trinity College, Cambridge, and was called to the bar at the Inner Temple in Easter Term, 1833. He practised on the Home Circuit, and at the Surrey Sessions, where he obtained a leading

share of business, and he was for many years one of the common pleaders of the City of London. He was created a Queen's Counsel in 1857, and had for some time ceased to practise, though he was for several years one of the counsel to the Commissioners of Inland Revenue, and in that capacity held a brief for the Crown in the celebrated *Alexandra case*. Mr. Locke was the author of treatises on "Foreign Attachment" and on "The Game Laws." In 1861 he succeeded Mr. Edwin James as recorder of the borough of Brighton, and held that office until about a year ago. In 1852 he unsuccessfully contested the borough of Hastings in the Liberal interest. At the general election of 1857, he was returned for Southwark, and sat for that borough until his death. Mr. Locke was a hard-working member, and gave a careful attention to all questions of local government, and he was well-known as a humorous speaker. At the last two elections he was supported by many Conservatives as well as Liberals. His health had been for some time failing, and he had announced his intention of resigning his seat at the next election. Mr. Locke was a bencher of the Inner Temple, of which society he was treasurer in 1871, and he was also the oldest member of the Court of Assistants of the Skinners Company. He was married to the daughter of Colonel Thomas Alexander Cobbe.

### MR. ALDBOROUGH HENNIKER, Q.C.

Mr. Aldborough Henniker, Q.C., died at 26, Leinster-square, Bayswater, on the 28th ult. Mr. Henniker was the eldest son of Mr. Aldborough Brydges John Henniker, of Mayfair, Staffordshire, and he was great-grandson of the first Lord Henniker. He was born in 1821, and was educated at the Charterhouse. He was called to the bar at Gray's-inn in Easter Term, 1844, and he formerly practised on the Home Circuit and Essex Sessions. He became a Queen's Counsel in 1874, but he had for some time ceased to practise. He was a bencher of Gray's-inn, and was treasurer of that society in 1877. On Monday, the 26th ult., Mr. Henniker dined with the benchers of his Inn, and afterwards proceeded to King's Cross in order to take the train to Bayswater. In descending the staircase of the station his foot slipped, and he fell down and broke his collar-bone, besides sustaining internal injuries, from the effects of which he died two days later. He was married to the daughter of Dr. David Henderson, and he leaves one son and two daughters.

### MR. ARCHIBALD JOHN STEPHENS, LL.D., Q.C.

Mr. Archibald John Stephens, LL.D., Q.C., and F.R.S., died on the 30th ult., from bronchitis, after a very short illness. Mr. Stephens was born in 1810, and was called to the bar at Gray's-inn in Easter Term, 1832. He formerly practised as an equity draftsman and conveyancer, being also a member of the Western Circuit. He was author of works on "The Municipal Corporation Acts," "The Law of Elections," "The Ecclesiastical Statutes," "The Laws Relating to the Clergy," and other legal topics. He became a Queen's Counsel in 1859, and had for many years devoted all his attention to ecclesiastical law, upon which his opinion was often sought. He had been engaged in many important ecclesiastical suits, including *Flemank v. Simpson*, *Elphinstone v. Purchas*, *Sheppard v. Bennett*, and *Martin v. Macdonochie* and the *Clewer case*, (*R. v. Bishop of Oxford*) in which last case he was to have been the leading counsel for the appellants before the House of Lords. He was also counsel for the plaintiff in the recent case of *Duke of Norfolk v. Arbutnot*. Mr. Stephens was formerly recorder of Andover, and he had been recorder of the city of Winchester since 1857. He was chancellor of the dioceses of Bangor and St. David's, a bencher of Gray's-inn, and a member of the Council of Legal Education. He took part in several consultations upon the day preceding that of his death.

### MR. EDWARD HEARLE RODD.

Mr. Edward Hearle Rodd, solicitor (of the firm of Rodd & Cornish), town clerk of Penzance, died at that place on the 25th ult. from congestion of the lungs, after a very short illness. Mr. Rodd was born in 1809, and was admitted a solicitor



in 1832, and he soon afterwards began to practise at Penzance. He was originally associated in partnership with Mr. John Dennis, next with Mr. Thomas Darke, and finally with Mr. Thomas Cornish, who is registrar of the Penzance County Court, and clerk to the magistrates for the borough of Penzance, and for the Western Division of Penrith Hundred. Mr. Rodd was a perpetual commissioner for the county of Cornwall, town clerk of the borough of Penzance, and clerk to the magistrates for the Eastern Division of Penrith Hundred, and he had a large and important private practice. He was also for about thirty years clerk to the Penzance Board of Guardians, and superintendent-registrar for the district. Mr. Rodd devoted much of his leisure time to the study of ornithology. In 1870 he published "A List of British Birds of Cornwall," and his large collection of stuffed birds had attained some celebrity in the West of England.

### Appointments, Etc.

Mr. WYNNE EDWIN BAXTER, solicitor (of the firm of Baxter & Rance), of 9, Lawrence Pountney-lane, and of Lewes, has been elected (without opposition) to the office of Coroner for the Eastern Division of the County of Sussex. Mr. Baxter is the son of Mr. William Edwin Baxter, of Lewes. He was admitted a solicitor in 1867, and has served the office of under-sheriff of London and Middlesex. He is also clerk to the Farriers' Company, to the Commissioners of the Lewes Provision Market, and to All Saints and Cliffe Burial Boards, and solicitor to the Shipwrights' Company, to the Lewes Co-operative Benefit Building Society, and to the Lewes School of Science and Art. Mr. Baxter is author of works on "Practice under the Judicature Acts," and on "The Higher Education of Solicitors."

Mr. THOMAS BEARD, solicitor, of 10, Basinghall-street, has been elected Chairman of the Gas and Water Committee of the Court of Common Council. Mr. Beard was admitted a solicitor in 1858, and is in partnership with his sons, Messrs. Walter James Westcott Beard and Thomas George Beard. He is a common councilman for Bassishaw Ward, and has served the office of under-sheriff of London and Middlesex.

The Hon. FREDERICK GEORGE BRABAZON PONSONBY, barrister, has succeeded to the Peerage as sixth Earl of Bessborough on the death of his elder brother. The new peer is the second son of the fourth Earl of Bessborough, and was born in 1815. He was educated at Harrow and at Trinity College, Cambridge. He was called to the bar at Lincoln's-inn in Trinity Term, 1840, and he was formerly a member of the Midland Circuit, and a revising barrister. He is a deputy-lieutenant for King's County.

Mr. JAMES REDFOORD DULWER, Q.C., M.P., has been elected Treasurer of the Inner Temple for the ensuing year.

Mr. THOMAS BURTON, of Manchester, has been appointed an Assistant Solicitor to the Metropolitan Board of Works.

Mr. GEORGE TRENCHARD CANNING, solicitor, of Chard, has been elected Chairman of the Chard School Board. Mr. Canning was admitted a solicitor in 1843, and is clerk to the Chard Burial Board, and he has been three times mayor of Chard. His partner, Mr. Arthur Venables Kyrke, is registrar of the Chard County Court.

Mr. SAMUEL HAND, train-bearer to the Lord Chancellor, has been appointed Deputy Sergeant-at-Arms to the House of Lords, in succession to Mr. George Wallace Goodbody, deceased.

Mr. ALEXANDER HELLARD, solicitor, of Portsmouth, has been elected Town Clerk and Clerk to the Portsmouth Urban Sanitary Authority, in succession to Mr. John Howard, deceased. Mr. Hellard had acted for several months as deputy town clerk. He was admitted a solicitor in 1859, and is in partnership with his father, Mr. Charles Bettesworth Hellard, the clerk to the Portsmouth Burial Board.

Mr. FRANCIS LAW LATHAM, barrister, of Bombay, has been appointed to officiate as Advocate-General of the Bombay Presidency. Mr. Latham was formerly scholar

of Brasenose College, Oxford, where he graduated first class in *Literæ Humaniores* in 1860. He was called to the bar at the Inner Temple in Trinity Term, 1864, and formerly practised in the Court of Chancery. He is author of a treatise on "The Law of Window Lights."

Mr. EDWARD MOYLAN, Attorney-General of the Island of Tobago, has been appointed Attorney-General of the Island of Grenada.

Mr. ALBERT AUGUSTUS NEWMAN, solicitor, late of Bolton, has been elected Deputy Town Clerk of the borough of Newport, in succession to Mr. Charles Robert Lyne, resigned. Mr. Newman was admitted a solicitor in 1877.

Mr. PHILIP OXENDEN PAPILLON, barrister, has been appointed an Assistant Inspector of Convict Prisons. Mr. Papillon is the eldest son of Mr. John Papillon, of Crowhurst Park, Sussex, and was born in 1826. He was educated at Rugby, and at University College, Oxford, where he graduated second class in mathematics in 1848. He was called to the bar at the Inner Temple in Hilary Term, 1852, and he was formerly a member of the Home Circuit. Mr. Papillon is a magistrate for Sussex, a magistrate and deputy-lieutenant for Essex, and a magistrate and alderman for Colchester. He was M.P. for Colchester in the Conservative interest from 1859 till 1865, and he has been twice mayor of the borough.

Mr. EDWARD HENRY PEMBER, Q.C., has been appointed a Magistrate for Hampshire. Mr. Pember was educated at the Charterhouse, and at Christ Church, Oxford, where he graduated first class in *Literæ Humaniores* in 1854. He was called to the bar at Lincoln's-inn in Hilary Term, 1858, and he is a member of the Midland Circuit, practising also at the Parliamentary Bar. He became a Queen's Counsel in 1874, and is a bencher of Lincoln's Inn.

Mr. WILLIAM LUCIUS SELFE, barrister, has been appointed Principal Secretary to the Lord Chancellor, in succession to Mr. Henry John Lowndes Graham, who has been appointed a Master in Lunacy. Mr. Selfe was formerly scholar of Corpus Christi College, Oxford, where he graduated first class in *Literæ Humaniores* in 1867. He was called to the bar at the Inner Temple in Trinity Term, 1870, and he practises in the Chancery Division.

Mr. SOLOMON SPYER, solicitor, of Winchester House, Old Broad street, has been elected Chairman of the Law and City Courts Committee of the Court of Common Council. Mr. Spyer is the son of Mr. Joseph Spyer, solicitor. He was admitted a solicitor in 1851, and represents the Ward of Broad-street in the Common Council.

Mr. JAMES WILLIAM STIRK, solicitor, of Wolverhampton, has been elected President of the Wolverhampton Law Association for the ensuing year. Mr. Stirk was admitted a solicitor in 1856, and is clerk to the Wednesfield and Heath Town Local Boards.

Mr. HENRY THOMAS WRENFORDSLEY, barrister, has been appointed Chief Justice of the Colony of Western Australia, in succession to Sir Archibald Paul Burt, deceased. Mr. Wrenfordsley was called to the bar at the Middle Temple in Easter Term, 1863, and was a member of the old Norfolk Circuit. He was appointed Second Puisne Judge of the Supreme Court of the Mauritius in 1877, and Procureur and Advocate-General for the Mauritius in 1878.

### Companies.

#### WINDING-UP NOTICES.

##### JOINT STOCK COMPANIES.

##### LIMITED IN CHANCERY.

CLITHEROE LIME COMPANY, HORROCKSFORD, LIMITED.—Petition for winding up, presented Jan 29, directed to be heard before V.C. Bacon, on Feb 7. Shaw and Trenellen, Gray's inn sq., solicitors for the petitioners.

GIBBS AND CANNING, LIMITED.—Petition for winding up, presented Jan 27, directed to be heard before the M.R., on Feb 7. Owies, Chancery lane, solicitor for the petitioners.

HAMPSHIRE CO-OPERATIVE MILK COMPANY, LIMITED.—By an order made by V.C. Hall, dated Jan 24, it was ordered that the above company be wound up. Lydall, Southampton bldgs, Chancery lane, solicitor for the petitioner.

LONGTON HALL HOTEL COMPANY, LIMITED.—Petition for winding up, presented Jan 23, directed to be heard before the M.R., on Feb 7. Bellamy, Strong, and Co, Bishopsgate st Within, solicitors for the petitioner.

**TRANSVAAL GOLD MINING COMPANY, LIMITED.**—Petition for winding up, presented Jan 26, directed to be heard before the M.R., on Feb 7. Tillard and Co, Old Jewry, solicitors for the petitioners

[Gazette, Jan. 30.]

**COLOMBIA CHEMICAL FACTORY, MANURE, AND PHOSPHATE WORKS, LIMITED.**—By an order made by V.C. Hall, dated Jan 24, it was ordered that the above Company be wound up. Russel, Coleman st, solicitor for the petitioners

**HUNGARIAN TRADING COMPANY, LIMITED.**—Petition for winding up, presented Jan 31, directed to be heard before V.C. Hall, on Feb 13. Carter, Old Jewry chambers, solicitor for the petitioners

**LYDiate SPINNING COMPANY, LIMITED.**—The M.R., has, by an order dated June 26, appointed Hugh Shaw, Clogg st, Oldham, to be official liquidator

**OAK PITTS COLLIERY COMPANY, LIMITED.**—Petition for winding up, presented Jan 30, directed to be heard before the M.R., on Feb 14. Venn and Son, Finch lane, Cornhill, solicitors for the petitioner

**STUBBANS FARM AND DAIRY PRODUCE CO-OPERATIVE SUPPLY ASSOCIATION, LIMITED.**—By an order made by V.C. Hall, dated Jan 24, it was ordered that the above association be wound up. Yorke, Conduit st, Bond st, solicitor for the petitioner

**WHITE HART HOTEL COMPANY, HARBOUR, LIMITED.**—By an order made by the M.R., dated Jan 24, it was ordered that the voluntary winding up of the above company be continued. Bower and Cotton, Chancery lane, agents for Plant and Abbott, Preston, solicitors for the petitioners

**WILLIAM RAMSEY, LIMITED.**—Petition for winding up, presented Feb 2, directed to be heard before V.C. Malins, on Feb 13. Allen and Edwards, Old Jewry, solicitors for the petitioner

[Gazette, Feb. 3.]

#### UNLIMITED IN CHANCERY.

**ELSWORTH, TURNKILP, AND COMPANY.**—Petition for winding up, presented Jan 30, directed to be heard before V.C. Malins on Feb 13. Speechly and Co., New Inn, agents for Rooke and Midgley, Leeds, solicitors for the petitioner

[Gazette, Feb. 3.]

#### COUNTY PALATINE OF LANCASTER.

**HILTON HOUSE AND RED MOSS COLLIERY COMPANY, LIMITED.**—Petition for winding up, presented Jan 28, directed to be heard before the V.C. on Feb 9, at 6, Stone-buildings, Lincoln's Inn. Houghton and Myres, Preston, solicitors for the petitioner

**STANDARD IRON AND STEEL COMPANY, LIMITED.**—By an order made by V.C. Little, dated Jan 19, it was ordered that the company be wound up. Cooper and Jones, Manchester, solicitors for the petitioners

[Gazette, Jan 30.]

**CRANK COAL AND FIRECLAY COMPANY, LIMITED.**—Petition for winding up, presented Jan 30, directed to be heard before the V.C. at St. George's Hall, Liverpool, on Feb 17, at 10. Mather, Liverpool, agent for Darlington and Sons, Wigan, solicitors for the petitioner

[Gazette, Feb. 3.]

#### FRIENDLY SOCIETIES DISSOLVED.

**CHATHAM UNION BENEFIT AND FRIENDLY SOCIETY, Schoolroom, Union st, Chatham.** Jan 26

**INDEPENDENT DAVID'S FRIENDLY SOCIETY, Calliers' Arms Inn, Ashton-in-Makerfield, Lancaster.** Jan 24

**SONS OF INDEPENDENCE BENEFIT SOCIETY, Britannia Tavern, Fish st hill.** Jan 24

[Gazette, Jan. 30.]

## Societies.

### LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 5th inst., the following being present—viz., Mr. E. Tylee (chairman), and Messrs. Boodle, Cronin, Desborough, jun., Lucas, Sawtell, and Williamson, and A. B. Carpenter (secretary), the treasurers were authorized to accept the offer of the Secretary of State for India to exchange £5 per Cent. Stock for an equal amount of India £4 per Cent. Stock. One new member was elected, and the ordinary general business was transacted.

### NOTTINGHAM INCORPORATED LAW SOCIETY.

The annual meeting of the Nottingham Incorporated Law Society was held on the 23rd ult., in the Town Hall, when the president, Mr. Henry Wing, was in the chair, and there were also present Messrs. Henry Thorpe, Gilbert A. Williams (hon. sec.), A. Brown, C. L. Rothera, F. W. Rothera, Bryan, Hodgson, Whittingham, H. Browne, S. Gilbert, Roby Thorpe, W. H. Stevenson, J. K. Wright, H. Wyles.

The PRESIDENT said he had great pleasure in introducing the annual report, to which he had very few observations to add. The four new members who had been elected brought up the present total number from eighty-six to ninety. At the commencement of the society a few years ago there were fifty-seven members only. In addition to the members now there were two associates of the society, having the privi-

leges of the law library, and who, in fact, formed the local bar. Fourteen council meetings had been held during the year, and the different committees of the council had been appointed. With regard to the law library it was decided at the last meeting that the reference department be not allowed to circulate in the same manner as the reports, and it was also suggested that they should increase the number of books in that particular department. With respect to bills of sale they had forwarded to the Associated Provincial Societies a resolution which was passed at their meeting; it was unanimously adopted, and had been substantially adhered to throughout most of the country. Another question referred to in the report was one as to the preliminary examinations, and upon that a resolution was also submitted to the Associated Provincial Societies, by whom it was unanimously approved and forwarded to the Incorporated Law Society; and, as the report mentioned, an early opportunity would be taken to make an application to Parliament to give to the society the power of exempting clerks about to be articled from passing the preliminary examination. Since the report had been printed the Incorporated Law Society had prepared a bill relating to the admission of solicitors to the bar, and in it they set out the particulars of what had been done. For the information of those who did not know, he might mention that in 1877 the Master of the Rolls granted dispensation from the first examination to 6, in 1878 to 9, in 1879 to 3; the Lord Chief Justice of England in 1877 to 6, in 1878 to 2, in 1879 to 2; Lord Coleridge in 1877 to 3, in 1878 to 3, and in 1879 to 1; whereas the Lord Chief Baron in 1877 granted dispensation to 68, in 1878 to 73, and in 1879 to 76. The Bill which the Incorporated Law Society would promote in Parliament next session would enact substantially that the exemption from the preliminary examination was to be intrusted in future to the Incorporated Law Society acting by their council, subject only to appeal to the Master of the Rolls. The Nottingham law students had also prepared a suitable memorial to the judges from their society; it was taken up and culminated in this Bill, which would probably become law during the present session. The president continued by alluding to conveyancing charges and other technical matters. The local prize had been awarded to Mr. Henry Barber, who had been articled to Mr. S. G. Johnson, and had passed most creditably. Since the report was printed he had heard that Mr. Barber had been awarded the best gold medal for the best conveyancing paper of the past year. He (the president) submitted the annual report, and moved that it be adopted.

Mr. Gilbert seconded the motion, which was adopted.

The CHAIRMAN, in a few complimentary observations, proposed that Mr. Charles Butlin be president for the ensuing year.—The motion was seconded by Mr. Gilbert, and carried.—Mr. Williams said they had fourteen or fifteen country members who, it was thought, should have a share in the representation. He proposed that Mr. Brian, of Mansfield, be the vice-president for the year.—Mr. H. B. Thorpe seconded, and the motion was carried.—Mr. Williams also proposed that Mr. J. K. Wright be treasurer, whose post was now necessarily vacated by Mr. Butlin, and the motion being seconded by Mr. Roby Thorpe, was carried.—On the motion of Mr. Gilbert, seconded by Mr. Whittingham, Mr. Williams was re-elected secretary.—Mr. Williams proposed that Mr. Wyles and Mr. F. Rothera be re-elected auditors, but Mr. Wyles objecting to continue in office, his place was filled by the substitution of Mr. Whittingham.

Eight vacancies for seats on the council of the society were then balloted for, and the following gentlemen declared elected:—Messrs. Enfield, H. R. Thorpe, H. Wing, M. Gilbert, G. V. Rothera, F. Lees, J. Watson, and A. Brown. The meeting shortly afterwards terminated.

The following are the parts of the report of general interest:—

**Bills of Sale.**—The council feeling the importance of the profession throughout the country being united in discouraging the preparation of bills of sale by unqualified persons, communicated on the subject with the Associated Provincial Law Societies, and at the annual meeting of that association held in London on the 3rd and 4th of April, 1879, the following resolution was passed on the motion of the president of this society:—"That it is not desirable

that the execution of bills of sale should be attested by solicitors pursuant to section 10 of the Bills of Sale Act, 1878, unless such bills of sale have been prepared by a solicitor or by one of the parties thereto." The council trusts that every member will support this.

**Entry of Causes.**—At the instance of the Incorporated Law Society of Liverpool, the council addressed the Lord Chancellor in support of an application which had been made to the Rule Committee of the Judges that leave might be given to enter causes for trial with the district registrars at any time prior to the opening of the commission. This was done by leave of Lord Justice Bramwell, at the Leeds District Registry prior to the Summer Assizes, 1879, and appears to have been so successful that it is now provided by rule 4 of the Rules of the Supreme Court, 1879:—"After notice of trial has been given of any action or issue to be tried elsewhere than in London or Middlesex, either party may at any time before the day next before the commission day, enter the action at issue for trial at the next assizes in the district registry (if any) of the city or town where the trial is to be had, or with the associate at the assize town as heretofore."

**Preliminary Examination.**—The attention of the council having been called by the Nottingham Law Students' Society to the frequency of the judges granting orders dispensing with the necessity of the applicants passing the preliminary examination, the following resolution was passed by the council:—"That in the opinion of this council it is not desirable that judges' orders dispensing with the preliminary examination of article clerks should be granted without a previous reference to the Incorporated Law Society of the United Kingdom." And at the above-mentioned annual meeting of the Associated Provincial Law Societies, on the motion of the president of this society, a similar resolution was unanimously passed. This being forwarded to the Incorporated Law Society, steps were taken whereby a return of the number of orders granted in the last three years was moved for in the House of Commons, and it is possible the society may at an early opportunity apply to Parliament for power to superintend the granting of these orders.

**County Court Legislation.**—The council considered the several proposed extensions of the jurisdiction of the county court, and received communications thereon from other provincial law societies. The following resolution, which was passed by the council in reply to a report received from the Leeds Law Society on the principal Bill, will show the numbers what the views of the council are on this subject:—"That the secretary write Mr. Marshall, that after careful consideration the council does not think it desirable to support the present Bill, as any extension of county court jurisdiction should, in the opinion of this council, be attended with an improved procedure."

**Prosecution of Offences Act, 1879 (42 & 43 Vict. c. 22.)**—At the request of the Incorporated Law Society of the United Kingdom, the council communicated with each member of parliament for the town and for the county, asking him to oppose an amendment to this Bill, which, if carried, would render barristers eligible for the appointment of an assistant to the Director of Public Prosecutions; the amendment, however, became law, and this post is open to both barristers and solicitors of certain standing.

**Summary Jurisdiction Act, 1879 (42 & 43 Vict. c. 43.)**—Although it is clear that this act will throw great additional work upon the courts of summary jurisdiction, still the council believe it to be a measure which ultimately will prove most beneficial, especially as regards the clause relating to summary trial and conviction, thus decreasing the number of cases which will be for trial at the assizes, and thereby enabling the judges to devote more time to the disposal of the civil business.

**Supreme Court of Judicature (Officers) Act, 1879 (42 & 43 Vict. c. 78.)**—As it was probable that an attempt would be made to obtain the insertion in this Bill of a clause providing that, on a vacancy occurring in the office of district registrar of the High Court of Justice, either at Birmingham, Bradford (Yorks.), Bristol, Leeds, Liverpool, Manchester, or Newcastle-on-Tyne, it should be lawful for the Lord Chancellor to appoint to such office (*inter alia*) a barrister of not less than five years' standing, the council undertook to support any steps the Incorporated Law Society of the United Kingdom should think fit to take in

opposition thereto. The Act, however, contains no such provision.

**Conveyancing Charges.**—The most important subject before the council during the past year has been the consideration of an *ad valorem* scale of solicitors' fees in conveyancing transactions. At the general meeting of the members on the 22nd of July, 1878, it was decided that the then council should take no further action in the preparation of a local scale of charges, but in consequence of the appointment of a special committee of the council of the Incorporated Law Society of the United Kingdom to confer with the committee of the Associated Provincial Law Societies upon the preparation of a scale which would be acceptable to the entire profession, and which might receive the approval of the Lord Chancellor, the general meeting, on the 30th of July, 1879, authorized the council to reconsider the whole question. After perusing the various scales drawn up by the special committee, and after several meetings of the council, and no satisfactory conclusion being come to, the following resolution was ultimately passed and forwarded to the special committee:—"In the opinion of this council no scale of conveyancing charges will be adopted as a rule of business, because any scale founded on the principle of average, when applied to individual cases, is almost always too high or too low, but that an authorized scale might be convenient as a basis for bargains under the statute." The subject is still before the special committee of the Incorporated Law Society.

#### IRISH SOLICITORS' BENEVOLENT ASSOCIATION.

The sixteenth annual meeting of this association was held on Friday week in the Solicitors' Buildings, Four Courts. The chair was taken by Mr. William Rooke, president of the association.

Mr. BURTON, secretary of the society, read the report from which the following is an extract:—"At the close of a year of unexampled commercial depression and severe agricultural distress it is not to be expected that the report of the committee to the Solicitors' Benevolent Association for the year 1879 should be a favourable one. Notwithstanding the pressure of the times the number of members of the association has slightly increased, the total number of members at the close of the year 1879 being 377, making a net gain of three members on the entire year. The total funds received during the year amounted to £889 2s. 4d., including a legacy of £400 bequeathed by the late Mrs. Henry Roe. Of the former sum £310 were expended in cases which had been carefully investigated, and £441 10s. was invested in the purchase of £462 9s. 3d. Government New Three per Cent. Stock, making the entire capital of the association £3,647 5s. Now Three per Cent. Stock. The committee regret that the income of the association last year was inadequate to meet the demands upon it, and that seven pressing cases just before Christmas had to be postponed for want of funds. The committee cannot avoid expressing their regret that the society does not receive more support from the profession at large. The small number of members, annual and life—377 in all—contrasts unfavourably with the considerable number of gentlemen upon the roll of solicitors set forth in Thom's Directory."

The CHAIRMAN, in moving the adoption of the report and statement of accounts, said it could not come upon his hearers by surprise that the report was an unfavourable one. The times had been most peculiar, and distress existed everywhere. The report pointed out what should never be forgotten—namely, that the pressure which had even been felt by those in easy circumstances had been much more severe on their brethren who were in a different condition, and who were obliged to appeal to them for aid. The report stated that the primary object of the society was to give relief to those who had been contributors to their fund. Happily they were rarely called on to aid that class, although they had been obliged to do so last year, when the application of a late member was promptly met. Nothing could be more painful than the statement in the report that in consequence of urgent want of funds they had been obliged to postpone seven pressing cases just before Christmas. He trusted and hoped that no such paragraph would ever appear in one of their reports again. It was also



painful that out of a profession numbering over one thousand members they had only 377 contributors to that valuable charity. He trusted that the members would make every exertion to remedy this, and that whoever should on the next occasion have the honour of occupying the position, the duties of which he now discharged so inadequately, would be able to announce that at least one half the members of their profession had become members of that invaluable society.

Mr. WILLIAM FINDLATER said he had much pleasure in seconding the resolution. It was a dreadful thing that destitution should exist amongst members of their profession and their families, and that the society should have been unable to assist them from want of funds. It was a reproach upon their profession, which contained so many gentlemen earning good incomes, that they did not devote a very small percentage of those incomes to the assistance of their unfortunate brethren.

The report was adopted.

The committee and officers were re-elected, and a special fund was started by subscription of £5 each for Mr. Larkin and Mr. Littledale.

### COUNTY COURT JUDGMENTS.

THE following is resolution No. 19 of the official programme of the annual meeting of the Association of the Chambers of Commerce of the United Kingdom, to be held in London on the 17th, 18th, and 19th of February, 1880:—

"That it is desirable to extend the principle of the Act 31 & 32 Vict. c. 54 (which enacts that the judgments of the Courts of Queen's Bench, Common Pleas, or Exchequer in London or Dublin, and the decreets of the Court of Session in Scotland, shall be respectively effectual in any other part of the United Kingdom), to the judgments of the county courts of England and Ireland, and the sheriff courts of Scotland."

Mr. Richard Lees, solicitor, of Galashiels, has issued the following memorandum relating to the above resolution:—

The ultimate object aimed at by this resolution is to render effectual in any other part of the United Kingdom the judgments obtained in the county courts of England, Scotland, and Ireland respectively.

The history of the resolution, so far as this association is concerned, is as follows:—On the 13th of September, 1876, it was proposed at Bristol, and was adopted without discussion. The Lord Chancellor was memorialised in terms of it on the 14th December following. On the 20th February, 1877, it was proposed at the annual meeting in London, and was unanimously agreed to, and the Lord Chancellor was again memorialised. Formal acknowledgments only have been received.

Since September, 1876, I find that the subject has attracted the attention of, and been seriously considered by, various legal journals and public bodies, and that a perfect unanimity of opinion prevails (so far as I can gather) in its favour.

The fact that an Act (31 & 32 Vict. c. 54—July 13, 1868) already exists rendering effectual in any other part of the United Kingdom the judgments obtained in (what may be termed) the superior courts of England, Scotland, and Ireland seems the best argument in favour of the practicability of the extension of its provisions; and the farther fact that a creditor obtaining a judgment for £1,000 in a county court (as he may do in Scotland), does not possess the same power of enforcing it out of Scotland as a creditor with a judgment for £50 obtained in the Supreme Court, is the best argument in favour of its necessity.

The machinery for carrying into effect the provisions of the existing Act in each country was not introduced with the measure itself, it being simply the procedure existing at the time for carrying into effect an English, Scotch, or Irish judgment, as the case might be; and the adoption of a similar practice in the case of county courts' judgments seems to be free from objection either theoretically or in practice.

In the schedule appended to the existing Act certain forms are prescribed of certificates of judgments, upon the registration of which in the books of the court of the country in which it is proposed to put it in force, the judgment in question becomes, in effect, the judgment of that court. The simplicity of this is evident. In Scotland the judgment of the court of any one county

may be rendered effectual in any other county in the following manner. An extract of it is presented in the Bill Chamber in the Court of Session, with a minute subscribed thereon in the following terms:—

[Place and date.]

Warrant of Concurrence by the Lords of Council and Session is craved at the instance of [specify name and designation of applicant] for executing the within warrant against the within designed [specify name of debtor or obligant].

(Signed).....

The Clerk of the Bills thereupon subjoins

*Fiat ut petitur.*

[Dated and signed by the Clerk of the Bills.]

If this simple indorsement has proved sufficient since 1888 to render a Midlothian judgment effectual in every other county in Scotland, I cannot imagine any rational objection to a corresponding practice rendering such a judgment effectual in the county of York, Cork, or Cardigan.

While the great practical benefit which the mercantile community would derive (where the principle of the existing Act extended in the direction proposed) is beyond the reach of question, it seems to me that the principle sought to be carried out will only be thoroughly appreciated when traders find in actual experience the benefits which flows from a measure, at present too restricted in its operation to admit of its becoming familiar to mercantile men.

### Creditors' Claims.

#### CREDITORS UNDER 22 & 23 VICT. CAP. 25.

##### LAST DAY OF CLAIM.

AYLING, JOHN, Liss, Southampton, Gent. Feb 6. Soames, Petersfield.  
BAKER, FRANCIS, Wolverhampton, Hop Merchant. Feb 20. Thomas and Co, Wolverhampton.  
BARNATTIN, WILLIAM JOSEPH FREDERICK, Grafon st, Bond st, Esq. March 17. Ley and Mould, Carey st, Lincoln's inn.  
BARLOW, GEORGE, Manchester, Gent. Feb 20. Barlow, Manchester.  
BARNETT, ELIZABETH, Chester terrace, Regent's Park. March 25. Kanlake, Regent st.  
BROOKS, EDWARD, Detroit, Michigan, U.S.A., Builders' Clerk. March 17. Acworth and Co, Rochester.  
BROOKS, MARY, Chatham. March 17. Acworth and Co, Rochester.  
BROWN, HENRY JOHN, St Paul's rd, Canonbury, Gent. Feb 14. Smith and Son, Farnival's inn.  
CADLEE, CORNELIUS, Newport, Monmouth, Gent. Feb 28. Salt and Parnell, Bristol.  
CHILD, ANNE, Newington Green. Feb 21. Jenkinson and Oliver, Corbett ct, Gracechurch st.  
COHEN, ABRAHAM, Alwyne pl, Esq. March 4. Skynner, Fleet st.  
COLSTON, JAMES BLUCHER, Whitechurch, Somerset, Yeoman. March 1. Gwynne and Co, Bristol.  
DELL, ELIZABETH, Bath. Feb 14. Parrott, Aylesbury.  
DURNFORD, JAMES, Bedminster, Somerset, General Contractor. March 1. Benson and Carpenter, Bristol.  
ELLIOTT, CHARLES, Glossop, Derby, Gent. Feb 14. Smith, Hyde.  
ELLIS, THOMAS, Gower st, Architect. Feb 21. Garrett, Doughty st, Bedford row.  
ELY, GEORGE FREDERICK, Halsey st, Chelsea, Gent. Feb 16. Hudson, Farnival's inn.  
EVERSLEY, EDWARD WELCH, Bath, Esq. March 1. Timmins, Bath.  
FLETCHER, GEORGE, Fairfield, nr Liverpool, Master Mariner. Feb 28. Field and Weighman, Liverpool.  
GARSDEN, REV. JOSEPH, Leamington, Warwick, Wesleyan Minister. March 1. Aldham, Westminster.  
GODFREY, DANIEL HUMPHREY, Spencer rd, Wandsworth, Gent. March 1. Lewin and Co, Southampton st, Strand.  
GRUNDY, JOSEPH ELY, Sheffield, Silk Mercer. March 10. Rogers and Co, Sheffield.  
HALL, HENRY, Hoxton High st, Licensed Victualler. Feb 14. Smith and Son, Farnival's inn.  
HARTLEY, BARTHOLOMEW HERPENTAL, Gloucester pl, Hyde Park, Esq. March 1. Lodge, New ct, Carey st.  
HEALE, JOSHUA, South sq, Gray's inn, Barrister at Law. Feb 28. Gamble and Son, Gray's inn sq.  
HOWARD, WILLIAM WARDLOW, Glossop, Derby, Surgeon. Feb 14. Smith, Hyde.  
LENGTORN, THOMAS, Brigade, Leeds, Butcher. March 1. Harland, Leeds.  
MANNING, THOMAS DAVIS, Yeovil, Somerset, Chemist. Feb 28. May and Marsh, Yeovil.  
MARTIN, HENRY, Market st, Oxford rd, Licensed Victualler. Feb 14. Hudson, Farnival's inn.  
MAXWELL, GEORGE, Petersfield, Southampton, Gent. Feb 6. Soames, Petersfield.  
MAYTON, HENRY MARTIN, Faversham, Kent, Plumber. March 31. Johnson, Faversham.  
NIELD, JOHN, Ashton-under-Lyne, Gent. March 10. Parker, Manchester.  
PERRIS, JAMES HELLINGS, Harbor terrace, Stoke Newington. Feb 19. Chatterton, Ludgate hill.

ASTLEY-WATTS, SARAH, Greenwich, Kent. Feb 17. Burton and Co, Lincoln's-inn-fields  
 STAFFORD, JOHN, Claxby-by-Normanby, Lincoln, Blacksmith. Jan 31. Chambers, Market Rasen  
 STEES, ROBERT, Melton Mowbray, Esq. March 1. Barker, Melton Mowbray  
 STIMPSON, JOHN, Sheffield, Forgeman. March 16. Smith and Son, Sheffield  
 STIMPSON, RICHARD JENNISON, Kingston-upon-Hull, Gent. Feb 28. Holden and Co, Kingston-upon-Hull  
 STIMPSON, JAMES BAPTISTE EMILE, Cays, Hayti, a General in the Republic of Hayti. Feb 20. Charlton, St Swithin's lane  
 STIMPSON, JOSEPH, Acton, Chester, Farmer. March 1. Fletcher, Northwich  
 STIMPSON, WILLIAM, Park st, Grosvenor sq, Barrister-at-Law. March 1. Emmett and Son, Bloomsbury sq  
 STIMPSON, BENJAMIN, Nottingham st, Marylebone. Feb 16. Hudson, Furnival's inn  
 STIMPSON, ANN, Norland sq, Notting hill. March 2. Clarke and Co, Old Broad st  
 STIMPSON, JOSEPH, Farnley Tys, York, Butcher. Feb 9. Iveson and Mellor, Holmfirth  
 STIMPSON, JAMES EDWARDS, Leadenhall st, Merchant. Feb 16. Carlyon and Son, Tyne  
 WILLIAMS, JAMES JOHN, Jobilee pl, Chelsea, Wholesale Blind Manufacturer. Feb 18. Hudson, Furnival's inn  
 STIMPSON, HENRY, Long Sutton, Lincoln, Gent. Feb 20. Mossop, Long Sutton  
 [Gazette, Jan 20.]

ARMOUR, EDWARD, Snarebrook, Essex, Esq. Feb 26. Wilkins and Co, St. Swithin's lane  
 BAGLEY, WILLIAM, Leicester, Gent. April 20. Borridge and Morris, Leicester  
 BAKER, CATHERINE, Cheshunt, Hertford. March 12. Rumney, Enfield  
 BROWN, GEORGE, Walthamstow, Essex, Egg Merchant. March 14. Houghtons and Byfield, Gracechurch st  
 DENSON, ELIZABETH, Kirby Ireleth, Lancaster. Feb 14. Butler, Broughton-in-Furness  
 EDWARDS, JOHN, High st Peckham, Butcher. March 20. Robins and Peters, Guildhall chambers, Basinghall st  
 FISHER, ANN, Wigan. Feb 25. Marsh and Son, Leigh  
 FLEMING, HUGH, Island of Nevis, West Indies, Planter. June 1. Freshfields and Williams, Bank bldgs  
 FRY, CHARLES WILLIAM, Liverpool, Stock Broker. March 9. Jones and Co, Liverpool  
 GIBSON, EMMA, Edghaston, Warwick. March 30. Wight and Son, Dudley  
 GRAHAM, REV. JOHN, Preston Park, nr Brighton, Congregational Minister. March 20. Rumney, Walbrook  
 HOOD, WILLIAM CHAMBERLAIN, Berner's Hotel, Berner's st, M.D. March 23. Procter, Lincoln's-inn-fields  
 LATHAM, ANN MARIA, Tunbridge Wells. March 1. Cripps and Son, Tunbridge Wells  
 MACLEOD, DUNCAN MACLACHLAN, Harley st, Esq. March 1. Shaw and Isaacson, New-inn, Strand  
 MCGOWEN, WILLIAM, Baker st, Enfield, Grocer. Feb 27. Rumney, Enfield  
 MORRIS, THOMAS, Talwon, Montgomery, Farmer. Feb 19. Pughe, Llanfyllin  
 PERRY, WILLIAM, Lorne terrace, Highbury Vale, Gent. March 1. Eggleton, Chancery lane  
 PERRY, GEORGE, Vauxhall Bridge rd., Feb 23. Elliott, Vincent sq, Westminster  
 SCHOHAM, RICHARD, Liverpool, Saddler. Feb 23. Masters and Fletcher, Liverpool  
 STEWELL, JOHN, Shafton-two-Gates, York, Publican. Feb 25. Rideal, Barnsley  
 SHARP, JOHN, Disraeli rd, Putney, Gent. Feb 20. Hill, Halifax  
 SHREVE, RICHARD, Brighton, Gent. Feb 17. Cockburn, Brighton  
 SMITH, HENRY NELSON, Higher Broughton, Salford, Commercial Clerk. March 1. Cooper, King st, Manchester  
 SMITH, MARTHA, Odoombe, Somerset. Feb 14. Batten, Yeovil  
 TUCKER, JOSEPH, Far Headingley, Leeds, Gent. March 31. Butler and Middlebrook, Park sq, Leeds  
 TURNER, RICHARD, Ibsstock, Leicester, Farmer. March 25. Smith and Mammatt, Ashby-de-la-Rouch  
 TURNER, FREDERICK, Castle Gate, Nottingham, Lace Merchant. March 1. Stevenson, Nottingham  
 WRIGHT, REV. WILLIAM, Lyons, Bourne-mouth, Clerk. Feb 23. Mercer and Mercer, Copthall crt, Throgmorton st  
 [Gazette, Jan 23.]

ARLOCK, MICHAEL, Pendleton, Lancaster, Engineer. Jan 29. Hewitt and Son, Manchester  
 ASHVELL, REV ARTHUR RAWSON, Chichester, Clerk. March 6. Raper and Freeland, Chichester  
 ATHERTON, JAMES, Ince-in-Makerfield, Lancaster, Beerseller. Feb 21. Heyhow and Son, Wigan  
 BARNON, GEORGE WILLIAM, Compton rd, Canonbury, Gent. March 25. White and Co, Bude row, Cannon st  
 BROWN, JOHN, Susan, Mansell st, Goodman's fields. March 23. Prentice, Whitechapel rd  
 BYRNE, JANE, Herne Bay, Kent. March 1. May, Golden sq, Westminster  
 CHURCH, SARAH, Chesham ter, Clapham. Feb 24. Walker and Co, Theobald's rd, Gray's inn  
 COLLINS, SAMUEL, Nottingham, Hosiery Warehouseman. March 9. Stevenson and Son, Leicester  
 DAVIS, MARIA JANE, Harwood sq, Middlesex. March 1. Wynne and Son, Lincoln's-inn fields  
 DELANEY, JOHN THADDEUS, Senningshill, Berks, Esq. March 8. Benbow and Saltwell, Stone buildings, Lincoln's inn  
 FOWLER, JANE, Cardiff. Feb 9. Grover and Grover, Cardiff  
 GILCHRIST, ANN, Duke st, St James's. March 1. May, Russell sq  
 HANSELL, ROBERT, Bristol, Leather Factor. March 1. Brittain and Co, Bristol

HUNT, JOHN, New Bond st, Goldsmith. Feb 23. Cobb, Lincoln's inn fields  
 JAMES, WILLIAM EDWARD, Carlisle, Cumberland, Esq. March 15. Williams and Co, Lincoln's-inn-fields  
 JONES, ALFRED, St. Leonard-on-Sea, Gent. March 20. Roberts and Barlow, Lombard st  
 MCQUEEN, WILLIAM, Blackburn, Draper. Feb 23. Scott, Black-burn  
 METCALFE, REV WILLIAM RICHARDSON, Buckden, York, Clerk. Feb 21. Hammond, West Burton  
 MIDDLETON, JAMES PARADINE, Greenwich, Gent. March 1. Poole Bartholomew close  
 MORRIS, ELIZABETH, Alexander st, Brompton, March 6. Cools, Cuttler st, Chancery lane  
 PAGE, CATHERINE BONNETT, Nottingham. April 30. Thorpe and Thorpe, Nottingham  
 PARKER, MATTHEW, Newcastle-upon-Tyne, Chemist. March 15. Hoyle and Co, Newcastle-upon-Tyne  
 PARKINSON, REBECCA GARDINER, Boston Spa, York. March 1. Simpson and Burrell, Leeds  
 QUINTON, MARY, Loughborough Park, Erixton. March 26. Wade, Clifford's-inn  
 ROBERTS, JOHN, Widnes, Lancaster, Publican. March 1. Kirby and Woodcock, Leicester  
 SLATER, GEORGE, Cauxhama, Lancaster, Wharfinger. March 4. Stansfield and Sager, Todmorden  
 TASKER, RICHARD THOMAS, Melbourne, Derby, Surgeon. March 31. Smith and Mammatt, Ashby-de-la-Zouch  
 THOMAS, JANE, Boynton st, Leeds. March 1. Simpson and Burrell, Leeds  
 WHARDALE, CHRISTOPHER, Louth, Lincoln, Farmer. Feb 20. Allison, Louth  
 WELLS, JOHN SOELBERG, Savile row, Regent st, M.D. Feb 23. Bircham and Co, Parliament st  
 WILLIAMS, JOSEPH, Birmingham, Sadler. Feb 29. Glaisyer, Birmingham  
 WILLIAMS, WILLIAM, Llanddilos, Montgomery, Mine Agent. April 1. Minshalls and Parry-Jones, Oswestry  
 WOOD, HANNAH JOHNSON, Higher Sutton, nr Macclesfield. March 26. Hand, Macclesfield  
 WRIGHT, JOSEPH, Levenshulme, Manchester, Gent. March 25. Brett and Craven, Manchester  
 [Gazette, Jan. 27.]

## Legislation of the Week.

Feb. 5.—The following are the portions of the Queen's Speech relating to legislation:—

The Commission which, at the close of the session, I informed you I had issued to inquire into the causes of agricultural depression throughout the United Kingdom, is pursuing its labours. In the meantime, the serious deficiency in the usual crops in some parts of Ireland has rendered necessary special precautions on the part of my Government to guard against the calamities with which those districts were threatened.

With this view they have called upon the authorities charged with the duty of administering relief to make ample preparations for the distribution of food and fuel, should such a step become necessary, and they have also stimulated the employment of labour by advances on terms more liberal than those prescribed by the existing law.

I feel assured that you will give your sanction to the course which has been adopted where it may have exceeded the power intrusted by Parliament to the Executive Government.

A proposal will be submitted to you for providing the funds required for these exceptional advances on the security of the property administered by the Church Temporalities Commissioners.

I trust you will be able to resume the consideration of the Criminal Code, and of the improvement of the law of bankruptcy.

Bills will be laid before you for enlarging the powers of owners of settled land, for consolidating and amending the lunacy laws, and for simplifying the practice of conveyancing.

The case of *Matthiessen v. London and County Bank*, on which we commented last week, is reported 27 WEEKLY REPORTER 838.

The *Southern Law Journal* says that a prisoner was recently arraigned for some offence against the criminal laws of the State, and stated that he was not able to have a lawyer. The court told him to select one of a number of young lawyers present to represent him. He contemptuously surveyed the group of legal tyros, and remarked that he preferred to plead guilty at once rather than be embarrassed with such counsel.

## Court Papers.

### SUPREME COURT OF JUDICATURE.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.	V.C. MALINS.
Monday ..Feb. 9	Mr. Leach	Mr. Merivale	Mr. Clowes
Tuesday ..... 10	Latham	King	Koe
Wednesday ..... 11	Leach	Merivale	Clowes
Thursday ..... 12	Latham	King	Koe
Friday ..... 13	Leach	Merivale	Clowes
Saturday ..... 14	Latham	King	Koe
V. C. BACON. V. C. HALL. Mr. Justice Fry.			
Monday ..Feb. 9	Mr. Teesdale	Mr. Jackson	Mr. Ward
Tuesday ..... 10	Farrer	Cobby	Pemberton
Wednesday ..... 11	Teesdale	Jackson	Ward
Thursday ..... 12	Farrer	Cobby	Pemberton
Friday ..... 13	Teesdale	Jackson	Ward
Saturday ..... 14	Farrer	Cobby	Pemberton

### HIGH COURT OF JUSTICE.

#### CHANCERY DIVISION.

##### ORDER OF COURT.

Saturday, the 31st day of January, 1880.

Whereas from the present state of the business before the Master of the Rolls, the Vice-Chancellors Sir Richard Malins, Sir James Bacon, Sir Charles Hall, and Mr. Justice Fry respectively, it is expedient that a portion of the causes assigned to the Master of the Rolls and the Vice-Chancellors Sir Richard Malins and Sir Charles Hall, and now standing for trial or hearing before their lordships, should be transferred to the Vice-Chancellor Sir James Bacon; and that the causes so to be transferred should for the purpose only of trial or hearing be transferred from the Vice-Chancellor Sir James Bacon to Mr. Justice Fry; Now I, the Right Honourable Hugh MacCalmont Earl Cairns, Lord High Chancellor of Great Britain, do hereby order that the several causes set forth in the schedule hereto be accordingly transferred from the Master of the Rolls and the Vice-Chancellors Sir Richard Malins and Sir Charles Hall to the Vice-Chancellor Sir James Bacon, and taken as causes assigned to the Vice-Chancellor Sir James Bacon, and be marked in the cause books accordingly. And I do further order that the same causes, when so transferred, be for the purpose only of trial or of hearing transferred from the Vice-Chancellor Sir James Bacon to Mr. Justice Fry. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

##### Schedule.

From the Master of the Rolls' Cause Book.

Braine v Bigg act, wits 1879 B 221  
 Baker v Lamb act, wits 1879 B 138  
 Robinson v Edwards act, wits 1878 R 93  
 De Winton v Davies motn for judgt 1879 W 451  
 Peterson v Young act, wits 1879 P 55  
 Bradford v Hinge act, wits 1879 B 503  
 Fritz v Hobson act, wits 1879 F 143  
 Monk v Puller act, wits (Liverpool DR) 1879 M 866  
 Lloyd v Anglo-German Tunnelling Co, hind issue for trial, wits 1879 A 13  
 Milne v Parnell act, wits 1879 M 156  
 Smith v Meux act, wits 1878 S 170  
 Alwen v Beloe act, wits 1879 A 125  
 Wakefield and Barnsley Union Bank v Rhodes act, wits 1879 W 209  
 Liney v Frost act, wits 1879 L 145  
 Fox v Frost act, wits 1879 F 116  
 Inglefield v Hughes act, wits 1879 I 68  
 Milward v Stanley act, wits 1879 M 198  
 Milward v Williams act, wits 1879 M 195  
 Thomas v Williams act, wits 1879 T 123  
 Newton v Nock act 1879 N 61  
 Harding v Williams act, wits 1878 H 427  
 James v Brooksbank act, wits 1878 J 124  
 Leaver v Le Gros act, wits 1878 L 76  
 Robins v McLean act & motn for judgt, wits 1879 R 34  
 In re Dixon, deceased Maskell v Poncione act, wits 1879 D 217

Rees v Metropolitan Board of Works act & motn for judgt, wits 1879 R 166  
 In re Marshall, deceased Daykin v Woodward act, wits 1879 M 294

Patton v Pollard act, wits 1879 P 301  
 Davis v Ortingstall act, wits 1879 D 14  
 Gloucestershire Banking Co v Morse act, wits 1879 G 9

From the Vice-Chancellor Sir Richard Malins' Cause Book.  
 In re Abram, Abram v Abram act, wits 1878 A 146  
 Studholme v Brown act, wits 1879 S 89  
 Jones v Williams act, wits 1879 J 34  
 Standard Building Society v Morison act, wits 1879 S 71  
 Sheehan v Great Eastern Ry Co act, wits 1878 S 259  
 Edwards v Everill act, wits 1879 E 47  
 Gooch v Myers act, wits 1879 G 209  
 Anderson v Barford act, wits 1879 A 108  
 Stogdon v Tuppen act, wits 1879 S 490  
 Horn v Heywood act, wits 1879 H 305

From the Vice-Chancellor Sir Charles Hall's Cause Book.  
 Lucas v Cooke act, wits 1879 L 211  
 Baxton v Byrd act, wits 1878 B 544  
 Thomas v Frosser act, wits 1879 T 7  
 Llanover v Homfray act, wits 1870 L 77  
 Phillips v Llanover act, wits 1871 P 58  
 Lutton v Alt act, wits 1879 L 113  
 Wynn v Bulmer act, wits 1879 W 82  
 Bird v Ecclesiastical, Commrs for England act, wits 1879 B 136

In re W J Minns, deceased, Minns v Nobbs act, wits 1879 M 162

Holgate v Tenant act, wits 1879 H 422  
 Hogg v Muter act, wits 1878 H 491  
 Nobels Explosives Co v Vivian & Co act, wits 1879 N 42  
 Nobels Explosives Co v Whittle act, wits 1879 N 41  
 Heathcote v Stainer act, wits 1879 H 266  
 Connery v Sawyer act, wits 1879 C 385  
 Wilson v Whitworth act, wits 1879 W 117  
 Walters v Cornock act, wits 1879 W 237  
 Greenfield v Blewitt act, wits 1879 G 295  
 In re Bewicke, Baker v Bellman act, wits 1879 B 106  
 Goreham v Michell act, wits 1879 G 129

CAIRNS, C.

None of the causes in the above schedule will be placed in the paper for hearing before Thursday, the 12th of February, 1880, unless by the written consent of all parties.

### SALES OF ENSUING WEEK.

February 12.—Messrs. C. C. & T. J. MOORE, at the Mart, at 11 for 2 p.m., Freehold and Leasehold Estates (see advertisement, this week, page 4.)  
 February 13.—Messrs. NORTON, TRIST, WATNEY & Co., at the Mart, at 2 p.m., Freehold Estates (see advertisement, Jan. 31, page 4.)

### PUBLIC COMPANIES.

Feb. 5, 1880.

#### RAILWAY STOCK.

	Railways.	Paid.	Closing Price
Stock	Bristol and Exeter .....	100	—
Stock	Caledonian .....	100	113
Stock	Glasgow and South-Western .....	100	103
Stock	Great Eastern Ordinary Stock .....	100	80
Stock	Great Northern .....	100	125
Stock	Do., A Stock .....	100	122
Stock	Great Southern and Western of Ireland .....	100	—
Stock	Great Western—Original .....	100	123
Stock	Lancashire and Yorkshire .....	100	124
Stock	London, Brighton, and South Coast .....	100	127 1/2
Stock	London, Chatham, and Dover .....	100	31
Stock	London and North-Western .....	100	123
Stock	London and South Western .....	100	120
Stock	Manchester, Sheffield, and Lincoln .....	100	50
Stock	Metropolitan .....	100	121
Stock	Do., District .....	100	80
Stock	Midland .....	100	143
Stock	North British .....	100	75
Stock	North Eastern .....	100	125 1/2
Stock	North London .....	100	120
Stock	North Staffordshire .....	100	75
Stock	South Devon .....	100	—
Stock	South-Eastern .....	100	126 1/2

\* A receives no dividend until 6 per cent. has been paid to B.





Jones, John, Rofft, Anglesey, Pig Dealer. Feb 19 at 11 at the Rose Cottage, Llangefni. Dew, Llangefni  
 Kent, William, Ipswich, Wine Merchant. Feb 13 at 12 at offices of Pollard, St Lawrence st, Ipswich  
 Kitchen, Henry Holden, Leytonstone, Essex, Shipping Clerk. Feb 11 at 10 at 51, Stamford st, Blackfriars. Goatly, Westminster Bridge rd  
 Kneek, Benjamin Henry, Landport, Hants, Furniture Dealer. Feb 10 at 2 at offices of Gregory, Moorgate st  
 Landell, John, Tonbridge, Kent, Commercial Traveller. Feb 11 at 3 at the Chequers Inn, Lamberhurst. Gorham and Warner, Tonbridge  
 Landown, Thomas, Clekenwell green, Licensed Victualler. Feb 13 at 2 at offices of Robinson, Charterhouse sq  
 Line, Edward, Sheffield, Ctr. Feb 11 at 11 at offices of Mercer and Alderson, Bank st, Sheffield  
 Margate, Frederick William, Hallow, Worcester, Miller. Feb 12 at 11 at offices of Pickock and Sons, Foregate st, Worcester  
 Marsh, Joseph Mascoal, Ashfield, Surrey, Trainer of Racehorses. Feb 9 at 2.30 at offices of Brooks, Guildhall chbrs, Basinghall st. Lane, Gresham st  
 Matthews, John, Birmingham, Boot and Shoe Maker. Feb 11 at 1 at the Swan Hotel, New st, Birmingham. Hughes, Westbromwich  
 Maynard, James, Bishopgate st Without, Upholsterer. Feb 7 at 11 at offices of Simpson, Bishopgate st Without. Harrison, Richmond gardens, Shepherd's Bush  
 Mayo, John, Dymock, Gloucester, Beerhouse Keeper. Feb 13 at 11 at offices of Dighton, Newent  
 McCann, James, Birmingham, Builder. Feb 11 at 3 at offices of Burn and Co, Temple st, Birmingham  
 McWilliam, Jan, e, Woodlesford, York, Grocer. Feb 17 at 11 at offices of Tennant and Barret, Albion st, Leeds  
 Meredith, David, John Meredith, and Thomas Meredith, Llandudno, Provision Dealers. Feb 13 at 2 at offices of Gibson and Co, South John st, Liverpool. Harris, Liverpool  
 Miller, George, Holmwood, Surrey, Grocer. Feb 13 at 11 at offices of Sadler, High st, Dorking  
 Minard, John Cox, Tudor pl, Tottenhamcourt rd, Furniture Manufacturer. Feb 12 at 3 at offices of Ruddall, King st, Chesham  
 Monokton, Gibbons Ambrose, Elmsted, Kent, Grazier. Feb 17 at 1 at offices of Few, Borough High st  
 Morgan, Edward, Birmingham, out of business. Feb 9 at 3 at offices of Parry, Bennet's hill, Birmingham  
 Morritt, Thomas, Southsea, York, Farmer. Feb 16 at 2 at offices of England and Son, East parade, Goolle  
 Mottram, Charles, Salford, Lancashire, Brewer. Feb 12 at 3 at the Mitre Hotel, Cathedral yd, Manchester. Durbishire and Tatham, Manchester  
 Nicholson, Edward, Southsea, Painter. Feb 11 at 3 at offices of Edmunds and Clark, Chesham. King, Portsea  
 Nickless Daniel, Claines, Worcester, Baker. Feb 10 at 11 at offices of Corbett, Avenue House, the Cross, Worcester  
 Norman, John Thomas, Queen Victoria st, Electrician. Feb 11 at 2 at offices of Digby and Liddle, Circus pl, Finsbury circus  
 North, Henry, Rothley, Leicester, Grocer. Feb 12 at 3 at offices of Freer and Co, New st, Leicester  
 Oates, James, Richmond, York, Tailor. Feb 16 at 11 at the Railway Hotel, Northallerton  
 Osborne, William, Barton Saint David, Somerset, Farmer. Feb 11 at 12 at the Red Lion Inn, Yeovil. Watts, Yeovil  
 Oldham, John, Preston, Lancaster, Bookseller. Feb 12 at 3 at offices of Edleston, Wincley st, Preston  
 Olding, John, Southampton, House Decorator. Feb 13 at 3.30 at offices of Watts, High st, Southampton  
 Olliv, James, Hove, Sussex, Grocer. Feb 14 at 11 at 145, Chesham. Goodman, Brighton  
 Parkinson, Bennett, North Kilworth, Leicester, Farmer. Feb 12 at 11 at offices of Rawlins and Son, Market Harborough  
 Payne, Theophilus, Southampton, Bootmaker. Feb 13 at 2 at offices of Watts, High st, Southampton  
 Peasey, William George Henry, Three Colt st, Limehouse, Grocer. Feb 11 at 2 at offices of Briant, Winchester House, Old Broad st  
 Peddesden, John, the younger, Wadhurst, Sussex, Farmer. Feb 13 at 2 at the Camden Hotel, Tunbridge Wells. Rogers, Tunbridge  
 Peel, Alfred, Pontefract, York, Tobacconist. Feb 13 at 2 at offices of Spink, Pontefract  
 Poate, Stephen, Landport, Hants, Chemist. Feb 14 at 12 at 21, Union st, Portsea. Mills, South sq, Gray's-inn  
 Rackham, John, Terling, Essex, Farmer. Feb 13 at 12 at offices of Blyth, Chelmsford  
 Reeve, Isabella, Hanover st, Dressmaker, Feb 12 at 3 at offices of Alsop and Co, Great Marlborough st  
 Robinson, Dan, Sale, Chester, Stonemason. Feb 16 at 3 at offices of Farrar and Hall, Fountain st, Manchester  
 Rogers, Mary, Albany pl, Plymouth. Feb 12 at 12 at offices of Pearse, Princess sq, Plymouth  
 Roper, Henry, Skegby, Nottingham, Beerhouse Keeper. Feb 16 at 12 at offices of Maltby, Westgate, Manfield  
 Scott, Christopher, Kilmington, Dorset, Dairyman. Feb 11 at 10.30 at offices of Watts, Yeovil  
 Shepard, Thomas, Marston St Lawrence, Northampton, Butcher. Feb 12 at 10 at offices of Crosby, Bridge st, Banbury  
 Simpson, George, Ainsyn, York, Innkeeper. Feb 16 at 3.30 at offices of England and Son, East parade, Goolle  
 Singleton, James, Stalmine, Lancaster, farmer. Feb 13 at 2 at offices of Blackhurst, Lytham st, Blackpool  
 Skinner, John Young, Sutton Bridge, Lincoln, Tailor. Feb 10 at 12 at the Bank Rooms, Athenum, King's Lynn. Wilkin, King's Lynn  
 Smith, Samuel, King's Norton, Stafford, Gun Maker's Manager. Feb 12 at 3 at offices of Jaques, Temple row, Birmingham  
 Smith, William, Walker Beauchamp, Essex, Farmer. Feb 12 at 3 at the Cups Hotel, Colchester. Goody, Colchester  
 Somerville, Edwin Charles, and George Mortimer Hill, High st, Camden Town, Builders. Feb 16 at 3 at offices of Hill, Mining lane  
 Speller, Frederick Charles, Gateshead, Durham, out of business. Feb 11 at 3 at offices of Stamford, Collingwood st, Newcastle-upon-Tyne  
 Stedman, Anthony Power, Broomsgrove, Worcester, Auctioneer. Feb 11 at 3 at offices of Jaques, Temple row, Birmingham

Stevens, George Sinderby, Bristol, Furniture Broker. Feb 7 at 11 at offices of Tonkin, Albion chambers, Bristol  
 Swan, Alfred Charles, Dies, Norfolk, Auctioneer. Feb 13 at 3 at offices of Pollard, Saint Lawrence st, Ipswich  
 Thompson, Johnson, Sunderland, Durham, Joiner. Feb 11 at 11 at offices of Fletcher and Sinton, John st, Sunderland. Brown, Sunderland  
 Thompson, William, Sheffield, Builder. Feb 7 at 11 at offices of Parsons, Queen st, Sheffield  
 Tibe, John Henry, Worship st, Finsbury, Cabinet Maker. Feb 13 at 3 at offices of Wildemore, Metropolitan chambers, Broad st  
 Tweddell, Frederick Elliot, and John McLaren, Newcastle-upon-Tyne, Merchants. Feb 10 at 2 at the Law Society, Royal arcade, Newcastle-upon-Tyne. Bush and Nelson, Newcastle-upon-Tyne  
 Vivesash, Orrel, Uckington, Gloucester, Farmer. Feb 7 at 11 at offices of Winterthorn and Co, Essex place, Cheltenham  
 Yates, John, Cleobary Mortimer, Salop, Cowkeeper. Feb 5 at 3.30 at offices of Gorer and Co, Church st, Kidderminster  
 Yewdall, Isabella, Lncashire, Furniture Dealer. Feb 12 at 11 at offices of Holden and Whelan, Church st, Lancaster  
 Walford, Daniel, Wincanton, Somerset, Boot Manufacturer. Feb 11 at 3 at offices of Watts, Yeovil  
 Walker, Alfred, Newby, out of business. Feb 7 at 10 at offices of Robson, Linthorpe rd, Middlesbrough  
 Widdowson, William, Jan. Aftercliffe, Sheffield, Licensed Victualler. Feb 12 at 11 at offices of Mellor, Queen st, Sheffield  
 Wright, Frederick George, Margate, Kent, Coal Merchant. Feb 16 at 2 at the Guildhall Tavern, Rushton, Lancaster place, Strand

## TUESDAY, Feb. 3, 1880.

Anson, John Simes, Barn, York, Farmer. Feb 13 at 12 at offices of Weddall and Parker, Selby  
 Arthur, Albert Ernest, and George Frederick Arthur, Enfield, Builders. Feb 25 at 11 at offices of Romney, Baker st, Enfield  
 Asher, William Mackenzie, Birkenhead, Painter. Feb 13 at 3 at offices of Mawson, Hamilton sq, Birkenhead  
 Aspinall, John, Chorlton-upon-Medlock, Builder. Feb 20 at 3 at offices of Lawson, Peter st, Manchester  
 Atkinson, Thomas, Beniers st, Oxford st, Costumier. Feb 13 at 3 at offices of Abrahams, Bedford row  
 Barter, Benjamin, Worcester, Provision Dealer. Feb 14 at 11 at offices of Sallard, High st, Worcester  
 Bartlett, James, Southsea, Hants, Grocer. Feb 16 at 4 at offices of King, North st, Portsea  
 Beidoes, William Cartwright, Thomas Titley, and William Thomas, Shrewbury, Plumbers. Feb 12 at 11 at offices of Morris and Son, Swan hill, Shrewbury  
 Bentley, John, Longton, Stafford, Grocer. Feb 13 at 10.30 at offices of Adderley and Marlett, Normacott rd, Longton  
 Biers, John, Lawn pl, Shepherd's Bush, Book-keeper. Feb 13 at 2 at offices of Fowler, Abchurch lane  
 Bishop, John, Lissen grove, Edgware rd, Grocer. Feb 26 at 3 at offices of Foster, Brunswick sq, Bloomsbury  
 Boteler, Henrietta, Lyne Regis. Feb 16 at 1 at Three Cups Hotel, Lyne Regis. Gundry  
 Brewer, Elizabeth Harvey, Exeter, Greengrocer. Feb 17 at 11 at offices of Hirtzel, Bedford circus, Exeter  
 Burrage, Edwin Harcourt, Norbiton, Surrey, Journalist. Feb 24 at 3 at offices of White, Lancaster pl, Strand. Brown, Lancaster  
 Butcher, Benjamin, Twert-on-Avon, nr Bath, Beerhouse Keeper. Feb 16 at 7 at offices of Clark, Union st, Bath  
 Buxton, James, Edensor, Longton, Stafford, Builder. Feb 17 at 11.30 at North Stafford Hotel, Stoke-upon-Trent. Clarke and Hawley, Longton  
 Cam, Joseph, Leicester, Common Brewer. Feb 16 at 3 at offices of Olliv and Co, New st, Leicester  
 Cardor, Henry, Nottingham, Engineer. Feb 16 at 3 at offices of Clifton, St Peters chambers, Nottingham  
 Carlisle, William, Rochdale, Lancaster, Carrier. Feb 17 at 3 at offices of Molesworth, Rochdale  
 Chapman, Joe, Challock, Kent, Farmer. Feb 17 at 3 at Saracen's Head Hotel, Ashford. Norwood, Charing  
 Clark, Charles, Heath Town, nr Wolverhampton, Coal Dealer. Feb 14 at 10.30 at offices of Rudall, Queen st, Wolverhampton  
 Clarke, James, Norwich, out of business. Feb 13 at 1 at offices of Schoolbred, Faulkner st, Manchester. Minor, Manchester  
 Combs, Benjamin, Bishop Stortford, Hertford, Photographer. Feb 19 at 11 at offices of Acland and Son, Market pl, Bishop Stortford  
 Cottam, John, Croston, Lancaster, Builder. Feb 12 at 10 at the Shelleys Arms Hotel, Fishergate, Preston. Banks, Preston  
 Counsell, Walter George, Camberwell rd, Auctioneer. Feb 11 at 2 at the Swan Tavern, Great Dover st, Borough. King, Walbrook  
 Cowman, Richard, Skipton, York, Grocer. Feb 17 at 3 at the Ship Hotel, Skipton. Facket, Skipton  
 Danaster, Herbert, Margate, Kent, Fancy Stationer. Feb 25 at 3 at offices of Lockyer, Gresham buildings, Basinghall st  
 Daniels, Christopher, Tunstall, Stafford, Bookseller. Feb 16 at 2 at offices of Salt, Keele st, Tunstall  
 Down, George, Bristol, Grocer. Feb 13 at 12 at offices of Richards, Corn st, Bristol. Brown and Hancock, Bristol  
 Eason, John, Leominster, Hereford, Chemist. Feb 16 at 3 at offices of Moore, Corn sq, Leominster  
 Edmonds, Edward, Elton, Chester, Shoemaker. Feb 14 at 10.30 at the Commercial Hotel, Booth lane, Elton. Fletcher, Northwich  
 Edwards, George, Kingston, Hereford, Miller. Feb 23 at 11 at the Swan Hotel, Church st, Kingston. Panyer, Kingston  
 England, Edward, Elworthy, Somerset, Farmer. Feb 19 at 11 at offices of Reed and Cook, Paul st, Taunton  
 Franklin, Thomas, Blingsby, York, Baker. Feb 16 at 3 at the Talbot Hotel, Malton. Foster and Co, Great Driffield  
 Evans, Lewis Charles, Barton, Bedford, Builder. Feb 26 at 2 at the George Hotel, Luton. Times, Hitchin  
 Finlay, James, Liverpool, Provision Dealer. Feb 17 at 3 at offices of Gillingway, Dale, Liverpool  
 Fletcher, Henry Elton Leigh, Manchester, Yarn Agent. Feb 19 at 3 at offices of Hankinson, Queen's chmbrs, John Dalton st, Manchester  
 Flinders, Edward, Yelling, Huntingdon, Baker Feb 18 at 11 at offices of Day and Wade-Gery, St Neots

Joseph, Whitcham, Durham. Coal Fitter. Feb 17 at 2.30 at the Law Society, Royal arcade, Newcastle-upon-Tyne. Jolliffe, North Shields.  
 John William, Carlton sq, Mile End, Designer. Feb 14 at 1 at offices of Cooper, Chancery lane.  
 Henry, Rattlestone, Suffolk, Farmer. Feb 19 at 12 at King's Head Hotel, Stowmarket. Hayward and Sons, Stowmarket.  
 William Parkinson, Kingston-upon-Hull, Trader in Land. Feb 19 at 1 at the Imperial Hotel, Paragon st, Kingston-upon-Hull. Walker and Spink, Hull.  
 John, Fenchurch st, Corn Factor. Feb 24 at 2 at offices of Torquand and Co, Coleman st. Stewart.  
 William Bax, Strood, Kent, Saddler. Feb 16 at 3 at offices of Charlton and Co, Queen Victoria st. Hearn, Queen Victoria st.  
 John, Ashbourne, Derby, Grocer. Feb 12 at 3 at offices of Flint, Full st, Derby.  
 John Forch, Hastings, Saw Mill Proprietor. Feb 13 at 12 at Guildhall Tavern, London. Langham, Hastings.  
 John, West-Wharfe, nr Leeds, Builder. Feb 12 at 3 at offices of Pullan, Bond st, Leeds.  
 Evan, Milford, Pembroke, Stationer. Feb 18 at 2 at Bush Hotel, Pembroke Dock. Brown, Pembroke Dock.  
 William, West-Bromwich, Miner. Feb 17 at 11 at offices of Shakespeare, Church st, Oldbury.  
 Thomas, and Henry Thomas Guest, Wakefield, Timber Merchants. Feb 12 at 11 at offices of Harrison and Beaumont, Chancery lane, Wakefield.  
 Thomas, Pendlebury, Lancaster, Coal Dealer. Feb 17 at 3 at offices of Riton and Grandy, Princess st, Manchester.  
 William, Birmingham, Grocer. Feb 18 at 3 at offices of Ryland and Co, Cannon st, Birmingham.  
 James Barnes, Southsea, Hants, Ironmonger. Feb 23 at 1.30 at offices of Brett and Co, Leadenhall st. King, Portsea.  
 James, Goffs Oak, Cheshunt, Hertford, Farmer. Feb 28 at 11 at offices of Ramney, Baker st, Enfield.  
 Richard, Ossett, York, Nail Maker. Feb 14 at 10.30 at offices of Scholes and Son, Leeds rd, Dewsbury.  
 James, Titchfield, Hants, Farmer. Feb 16 at 12 at 145, Goscote, Goscote, Hants.  
 Gardner, West London, York, Grocer. Feb 17 at 11 at offices of White, Exchange st, Great Driffield.  
 Sandbach, Chester, Grocer. Feb 16 at 3 at the Wheat Road Hotel, Sandbach.  
 Richard, Butleigh Salterton, Devon, Miller. Feb 16 at 11 at the Castle Hotel, Castle st, Exeter. Friend, Exeter.  
 Octavius, Upper Thames st, Carrier. Feb 12 at 2 at the Law Institution, Chancery lane. Stephens and Co.  
 William, Stoke-upon-Trent, no occupation. Feb 14 at 2 at offices of Lawrence, Old Hall st, Hanley.  
 James, Upper Park st, Barnsley, Tin Plate Worker. Feb 16 at 12 at offices of Plunkett and Leader, St Paul's church, yd.  
 Benjamin Owen, Sheffield, Fruiterer. Feb 15 at 12 at offices of Mellor, Queen st, Sheffield.  
 John, Birmingham, Draper. Feb 20 at 12 at the Royal Hotel, Temple row, Birmingham. Gatis, Wolverhampton.  
 John, Andley, Stafford, Wheelwright. Feb 12 at 2 at offices of Sherratt, Market pl, Kidsgrove.  
 Sylvester, Plaistow, Essex, Commission Agent. Feb 19 at 3 at offices of Cooper and Rees, Broad st, bidges.  
 George Edward, Kidderminster, Auctioneer. Feb 13 at 3.30 at offices of Miller Corbett and Co, Church st, Kidderminster.  
 George William, Chichester, Sussex, Plumber. Feb 17 at 3 at offices of Arnold, East st, Chichester.  
 George, son, Sherrington, Buckingham, Farmer. Feb 17 at 12 at the Swan Hotel, Newport Pagnell. Bull, Newport Pagnell.  
 George Thomas, Crown rd, Fulham, Undertaker. Feb 20 at 12 at offices of Plunkett and Leader, St Paul's churchyard.  
 Christopher, George, Beesh st, Barbican, Silversmith. Feb 17 at 2 at the Guildhall Tavern, Gresham st. Carter and Bell, Hatchep.  
 Fred Richard Leopold, Maidstone, Gold and Silver Smith. Feb 13 at 12 at offices of Drake and Co, New Bridge st, Ludgate Circus. Norton and Son, Town Mailing.  
 William Thomas, Whipsnade, Bedford, Farmer. Feb 12 at 11 at the George Hotel, Luton. Ewen and Roberts, West Luton.  
 William, Wellington, Salop, Builder. Feb 17 at 11 at offices of Taylor, King st, Wellington.  
 George Lewis and James Augustus Deans, Stafford, Sewing Silk Manufacturers. Feb 19 at 11 at the Swan Hotel, St Edward st, Leek. Bishston, Leek.  
 William, Walsall, Licensed Victualler. Feb 13 at 11 at offices of Parr, Colmore row, Birmingham.  
 William, Stoke-upon-Trent, Grocer. Feb 16 at 12 at the County Court Offices, Stoke-upon-Trent. Robinson, Stoke-upon-Trent.  
 Walter, Oxford, Kent, Miller. Feb 19 at 1.30 at offices of Knocker, London rd, Sevenoaks.  
 Henry, Piccadilly, Jeweller. Feb 14 at 1 at offices of Collings, Buckingham st, Strand.  
 John, Middleborough, out of business. Feb 13 at 2 at offices of Teale, Albert rd, Middleborough.  
 Thomas Adair, Gresham st, Barrister-at-Law. Feb 12 at 3 at offices of Barker, Union ct, Old Broad st.  
 George, High st, Acton, Ironmonger. Feb 11 at 3 at 111, Chapside Lane, King st, Chapside.  
 William, Stochford, Worcester, Schoolmaster. Feb 18 at 3 at offices of Jaques, Temple row, Birmingham.  
 David Casheart, The Cedars, Clapham common, Military Tutor. Feb 11 at 3 at offices of Cooper, Chancery lane.  
 George, and Francis Linton, Llanelly, Carmarthen, Builders. Feb 23 at 12 at offices of Howe, Vaughan st, Llanelly.  
 William Collett, Armeley, York, Tobaccoist. Feb 13 at 3 at offices of Pullan, Bond st, Leeds.  
 Charles, Edward, Leeds, Provision Dealer. Feb 13 at 12 at offices of Pullan, Bond st, Leeds.  
 William, High Conseliff, Durham, Saddler. Feb 19 at 11.30 at offices of Cynvillie, Conseliff rd, Darlington.

Ormerod, James, Jun., Keighley, York, Coal Merchant. Feb 14 at 12 at offices of Routh and Co, Commercial buildings, Park row, Leeds. Hutchison.  
 Joseph, Sutton Valence, Kent, Farmer. Feb 16 at 11 at offices of Monckton and Co, King st, Maidstone.  
 James Irving, Blackburn, Lancaster, Traveller Draper. Feb 19 at 11 at the Borough Arms, Exchange st, Blackburn. Lambert, Manchester.  
 Elise, New Bond st, Milliner. Feb 14 at 11 at offices of Philbrick and Corpe, Austin Friars.  
 Peter, Leeds, Jeweller. Feb 14 at 11 at offices of Tennant and Barret, Albion st, Leeds.  
 Charlotte, Fleming rd, Walworth. Feb 12 at 10.30 at offices of Marchant, Ludgate Hill. Best, Ludgate Hill.  
 John Walter, Dulwich Lodge, Dulwich, Schoolmaster. Feb 13 at 3 at the Green Dragon Hotel, High st, Croydon. Hooper, Harns Hill.  
 James Cope, the elder, Kilham, York, Farmer. Feb 13 at 3 at the Keys Hotel, Great Driffield. Foster and Son, Great Driffield.  
 Henry James Gardiner, Birmingham, Grocer. Feb 16 at 3 at offices of Perry, Ann st, Birmingham.  
 William, Nottingham, Joiner. Feb 17 at 12 at the Assembly Rooms, Low pavement, Nottingham. Clifton, Nottingham.  
 Robert, Bowling, York, Mineral Water Manufacturer. Feb 13 at 10 at offices of Peel and Gaunt, Chapel st, Bradford.  
 Mary, King's Norton, Worcester, Licensed Victualler. Feb 13 at 12 at offices of Hodgson and Haigh, Waterloo st, Birmingham.  
 Maria, Walsall, Grocer. Feb 14 at 11 at offices of East, Temple st, Birmingham.  
 Jesse, Hollingbourne, Kent, Innkeeper. Feb 13 at 11 at offices of Stanning, Earl st, Maidstone.  
 Charles Spink, Nottingham, out of business. Feb 16 at 3 at offices of Fraser, Brougham chambers, Wheeler-gate, Nottingham.  
 Michael, Leeds, Grocer. Feb 13 at 3 at offices of Walker, South parade, Leeds.  
 Charles James, Ramsgate, Lodging house Keeper. Feb 16 at 2 at offices of Clark, Abchurch lane.  
 Lot, Keighley, York, Cabinet Maker. Feb 14 at 11 at offices of Wright and Waterworth, Devonshire bldgs, Keighley.  
 George, Great Staughton, Huntingdon, Farmer. Feb 19 at 1 at the Queen's Head Hotel, St Neots. Webb, Austin Friars.  
 David, Manchester, Packing Case Maker. Feb 24 at 3 at offices of Botes and Elgar, Booth st, Manchester.  
 Clement Wales, Wortwell, Norfolk, Farmer. Feb 14 at 12 at offices of Culley and Gould, Queen st, Norwich.  
 Charles James, York, Wire Worker. Feb 20 at 11 at offices of Dale, Blake st, York.  
 Mary, and Thomas William Stephenson, Oswestry, Salop, Cabinet Makers. Feb 14 at 2 at the Public Hall, Oswestry. Ellis, Oswestry.  
 Edward, Bury, Lancashire, Licensed Victualler. Feb 16 at 3 at offices of Anderton and Donnelly, Garden st, Bury.  
 James, Walhurst, Sussex, Builder. Feb 16 at 11 at offices of Turner, Dyott terrace, Tunbridge Wells.  
 Frederick, Brighton, Gentleman. Feb 19 at 1 at offices of Cockburn Duke st, Brighton.  
 George William, Sancton, York, Farmer. Feb 14 at 1 at offices of Crumple, Stonegate.  
 James, Hurstport, Sussex, Bricklayer. Feb 16 at 3 at offices of Lamb and Evert, Ship st, Brighton.  
 Thomas, Sancton, York, Farmer. Feb 14 at 12 at offices of Crumple, Stonegate.  
 Thomas, Birmingham, Cider Dealer. Feb 13 at 10.30 at offices of East, Temple st, Birmingham.  
 James, Little Carlisle, Lancaster, Farmer. Feb 23 at 3 at offices of May and Parry, Clifton chambers, Towhall st, Blackpool.  
 John Henry, Scarborough, out of business. Feb 13 at 11 at offices of Richardson, Queen st, Scarborough.  
 Frederick August, Broadway, Ludgate Hill, Tailor. Feb 14 at 2 at offices of Cotton, St Martin's le Grand.  
 Frederick, High Wycombe, Grocer. Feb 16 at 3 at offices of Parker and Wilkins, Easton st, High Wycombe.  
 Seymour, Dr Torrington, Devon, Draper. Feb 17 at 12 at offices of Thorne, Castle st, Barnstable.  
 Richard Eustace, Mumbles, nr Swansea, Chemist. Feb 12 at 3 at offices of Evans, Wind st, Swansea.  
 Sydney Patrick, St Mary Church, Devon, Tailor. Feb 17 at 11 at offices of Lindop, Fleet st, Torquay.  
 Raphael Isaac, Kentish Town rd, Merchant. Feb 17 at 12 at offices of Matthews and Wells, John st, Bedford row.  
 John, Bow, Devon, Farmer. Feb 12 at 3 at Castle Hotel, Castle st, Exeter. Floud, Exeter.  
 Henry, Lankanham, Norwich, Licensed Victualler. Feb 16 at 3 at offices of Sudd and Linsay, Theatre st, Norwich.

## SCHWEITZER'S COCOATINA,

Anti-Dyspeptic Cocoa or Chocolate Powder.

Guaranteed Pure Soluble Cocoa of the Finest Quality, with the excess of fat extracted.

The Faculty pronounces it "the most nutritious, perfectly digestible beverage for Breakfast, Luncheon, or Supper, and invaluable for Invalids and Children."

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Being without sugar, spice, or other admixture, suits all palates, keeps better in all climates, and is four times the strength of cocoa-thickened yet weakened with starch, &c., and in reality cheaper than such Mixtures.

Made instantaneously with boiling water, a teaspoonful to a Breakfast Cup, costing less than a halfpenny.

COCOATINA LA VANILLE is the most delicate, digestible, cheapest Vanilla Chocolate, and may be taken when richer chocolate is prohibited.

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## EDE AND SON

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BY SPECIAL APPOINTMENT,

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench Corporation of London, &amp;c.

SOLICITORS' AND REGISTRARS' GOWNS.

BARRISTERS' AND QUEEN'S COUNSEL'S DITTO,

CORPORATION ROBES UNIVERSITY &amp; CLERGY GOWNS, &amp;c

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